

AGENDA
RHEA COUNTY COMMISSION WORKSHOP
CONFERENCE ROOM, PHIL SWAFFORD BUILDING
TUESDAY, FEBRUARY 10TH, 2026, AT 6:00 P.M.

1. Prayer.
2. Pledge To Flag.
3. Discuss Litter Grant Contract. -Jim Vincent
4. Discuss Letter of Agreement with the Tennessee Opioid Abatement Council. -Jim Vincent
5. Discuss Audit Committee appointment. -Jim Reed
6. Discuss equipment purchase for the Highway Department. - Rick Wilkey/ Road Supervisor
7. Discuss Disaster Preparedness Reimbursement. -EMA Director
8. Discuss Planned Maintenance Agreement. -Jim Vincent
9. Public comments.
10. County Official comments.
11. County Executive comments.
12. Commissioner's comments.
13. Adjourn



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date July 1, 2025	End Date June 30, 2026	Agency Tracking # 40100-51662	Edison ID 89180		
Grantee Legal Entity Name Rhea County			Edison Vendor ID 2742		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number			
		Grantee's fiscal year end			
Service Caption (one line only) FY26 Rhea County Litter Grant					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	\$44,200.00				\$44,200.00
TOTAL:	\$44,200.00				\$44,200.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Application received from County and evaluated by TDOT Staff. An equitable funding distribution methodology was used based on the road miles and population within the county jurisdiction.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional) TX00364255		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
RHEA COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Rhea County, hereinafter referred to as the "Grantee," is for the provision of Scope of Service Caption, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 000002742

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall participate in the TDOT Litter Grant Program by performing litter pickup and litter prevention education. The Grantee's expenditures shall be in accordance with the provisions of TCA 41-2-123(c) in order to be eligible for reimbursement. Requests for travel compensation must be pre-approved in writing by the State.
- A.3. Safety Requirements. The Grantee shall require persons working on or adjacent to the highway right-of-way to wear safety-colored vests and appropriate personal protective equipment. The Grantee shall also provide appropriate traffic control in work zones in accordance with the current Manual on Uniform Traffic Control Devices as published by the Federal Highway Administration.
- A.4. Litter pickup and prevention education operations shall be conducted by the Grantee in accordance with program guidelines as listed in the current TDOT Litter Grant Program manual, a copy of which is available from the Grantor State Agency upon request.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty Four Thousand Two Hundred dollars (\$ 44,200.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section

- C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

TDOT Litter Grant Program
 Local Programs and Community Investments Division
 William R. Snodgrass Tennessee Tower
 312 Rosa L. Parks Ave, 12th Floor
 Nashville, TN 37243-0333

Or

Via electronic transmission to:
 TDOT.HBO.Invoices@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Transportation, Local Programs and Community Investments
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20 %) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to

terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
The State:

Steve Allen, Director
 TDOT Local Programs & Community Investments Division
 312 Rosa L. Parks Ave, 12th Floor
 Nashville, TN 37243-0333
 Steve.allen@tn.gov

Antonia.hayes@tn.gov
 Victoria.x.cooper@tn.gov
 TDOT.HBO.Invoices@tn.gov
 Telephone # (615) 741-0059

The Grantee:

Mr. Jim Vincent, Rhea County Executive
 Rhea County Finance Dept.
 Rhea County
 375 Church St., Ste. 200
 Dayton, TN 37321
 rheamayor@rheacounty.org
 Telephone: 423-775-7801
 FAX: 423-775-5553

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the

Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when

procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not

increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. The Grantee agrees that it will spend a minimum amount of Eleven Thousand Fifty dollars (\$11,050.00) for education in the prevention of litter. No line-item changes may result in a decrease in the education allotment specified above. Allowable education expenses include

training and travel expenses, including expenses for attending training events sponsored by the Department of Transportation or Keep Tennessee Beautiful.

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

Jim Vincent 1-29-26
 GRANTEE SIGNATURE DATE

Jim Vincent County Executive
 PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

Will Reid, Commissioner DATE

LESLIE SOUTH, GENERAL COUNSEL DATE
 APPROVED AS TO FORM AND LEGALITY

ATTACHMENT ONE

GRANT BUDGET					
LITTER PICKUP & PREVENTION EDUCATION					
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following					
Applicable					
Period:					
		BEGIN: JULY 1, 2025	END: JUNE 30, 2026		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT	
	Salaries, Benefits & Taxes	\$28,150.00	0.00	\$28,150.00	
	Professional Fee, Grant & Award ²	0.00	0.00	0.00	
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$5,000.00	0.00	\$5,000.00	
	Travel, Conferences & Meetings	0.00	0.00	0.00	
	Interest ²	0.00	0.00	0.00	
	Insurance	0.00	0.00	0.00	
	Specific Assistance To Individuals	0.00	0.00	0.00	
	Depreciation ²	0.00	0.00	0.00	
	Other Non-Personnel ²	\$11,050.00	0.00	\$11,050.00	
	Capital Purchase ²	0.00	0.00	0.00	
	Indirect Cost	0.00	0.00	0.00	
	In-Kind Expense	0.00	0.00	0.00	
	GRAND TOTAL	\$44,200.00	0.00	\$44,200.00	

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

² Applicable detail follows this page if line-item is funded.


ATTACHMENT ONE

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Required litter prevention education amount.	\$11,050.00
TOTAL	\$11,050.00

Subject: Action Required: 2026 County Letter of Agreement for TN Opioid Abatement Funds

From OAC Tncounty <OAC.Tncounty@tn.gov>
Date Fri 1/16/2026 5:15 PM
To Rhea Mayor <rheamayor@rheacounty.org>
Cc Finance Director <financedirector@rheacounty.onmicrosoft.com>; lstep@charter.net <lstep@charter.net>

 1 attachment (192 KB)
Rhea County 2026 LOA.pdf;

Dear Mayor Jim Vincent,

I hope this message finds you well. As we prepare for the 2026 payment cycle, it is time to complete and sign your County's **Letter of Agreement (LOA)** with the **Tennessee Opioid Abatement Council (OAC)**. This agreement is required to secure your county's opioid abatement funding for the upcoming year.

Please review the attached Letter of Agreement and return the signed copy by **March 2, 2026**, to ensure timely processing. Payments are expected to be distributed **early to mid-April**. Timely submission will help prevent any delays and ensure your county receives its full allocation.

For your reference, you may click the link below to review information on [Tennessee's Opioid Abatement and Remediation Uses](#), which outlines the approved uses of these funds.

If you have any questions or need assistance with the process, please don't hesitate to contact me directly.

Thank you for your prompt attention and continued partnership in advancing Tennessee's opioid abatement efforts.



Opioid Abatement
Council

Opioid Abatement Council

500 Deaderick St, Nashville, TN 37219, 6th Floor
615-571-5116

oac.tncounty@tn.gov

<https://www.tn.gov/oac.html>

The information transmitted in this communication is intended solely for the specific individual(s) or entity(ies) to whom it is addressed and may contain PRIVILEGED and/or CONFIDENTIAL information. Any unauthorized use, retransmission, dissemination, or copying of this communication, or the information contained in it or attached to it is prohibited. If you have received this communication in error, please delete it and any information sent with it from any computer or electronic device, destroy any hard copies, and immediately notify the sender. Thank you.

Caution!!! This email originated outside of rheacounty.org, please use caution when opening attachments or links.

**FY26 LETTER OF AGREEMENT:
OPIOID ABATEMENT FUND DISBURSEMENT AGREEMENT
FOR COUNTY ENTITIES**

Date: *January 30, 2026*

To: The Honorable *Jim Vincent*
Rhea County
375 Church Street, Suite 200
Dayton, TN 37321

From: Dr. Stephen Loyd, Chair of the Tennessee Opioid Abatement Council
Mary Shelton, Executive Director of the Tennessee Opioid Abatement Council

On May 24, 2021, the Tennessee General Assembly passed Public Chapter No. 491 establishing the Opioid Abatement Fund (“Fund”) and the Opioid Abatement Council (“Council”).

The Fund is the designated repository of funds that are either dedicated to opioid abatement or remediation or are otherwise directed to abatement or remediation and that are received by the State pursuant to a judgment on opioid-related claims, a recovery in bankruptcy on opioid-related claims, or a settlement of opioid-related claims. *See* Tenn. Code Ann. § 9-4-1304.

The Council is responsible for disbursing funds from the Fund. Pursuant to Tenn. Code Ann. § 33-11-103(p), for proceeds from the statewide opioid settlement agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Allergan Finance, LLC, CVS Health Corporation, Teva Pharmaceutical Industries Ltd., Walgreen Co., Walmart Inc., K-VA-T Food Stores, Inc., or The Kroger Co., among other entities or their affiliates, subsidiaries, or other affiliated entities that are deposited in the Fund, the Council shall disburse thirty-five percent (35%) of these proceeds to counties that join the settlement.

Funds allocated to counties *must be spent on opioid abatement and remediation purposes* that are specifically approved by the Council or included on a list of approved programs created by the Council. *See* Tenn. Code Ann. § 33-11-103(r), (s). Please see Attachment A for a list of these approved abatement and remediation activities.

In accordance with the above, the Council is disbursing **\$93,985.92** (the “Disbursement”) to *Rhea County*.

If your county chooses to accept the Disbursement, sign this Letter of Agreement (“Agreement”) (include your taxpayer identification number and requested contact information) in the space provided below. Your signature serves as your county’s acceptance of the following terms and conditions:

- a) Your county agrees to utilize the Disbursement only for approved opioid abatement and remediation activities outlined in Attachment A or otherwise approved by the Council. By signing below, you, as the representative for your county, certify that your county will only use the Disbursement for the approved opioid abatement and remediation activities listed in Attachment A or otherwise approved by the Council.
- b) Your county agrees to report on an annual basis to the Council requested information. This requested information may include, but not be limited to, the following:

- (1) the abatement and remediation strategies on Attachment A or otherwise approved by the Council that were funded by the Disbursement,
- (2) the estimated number of people served by the Disbursement,
- (3) the specific dates on which the Disbursement or portions thereof were spent, and
- (4) the specific amounts of the Disbursement spent on each abatement and remediation activity identified on Attachment A or otherwise approved by the Council.

The report will be sent to your county via link by the Council once a year. More information will be given to your county at a later date.

- c) If your county fails to fulfill the obligations under this Agreement, the State shall have the right to seek restitution, pursuant to the laws of the State of Tennessee, against your county for all or any portion of the Disbursement made to your county under this Agreement.
- d) Your county's records and documents, insofar as they relate to the performance of your county's obligations or to payments received under this Agreement, shall be maintained in a manner consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to Tenn. Code Ann. § 4-3-304 and applicable rules and regulations thereunder.
- e) The Disbursement shall be placed in an interest-bearing account until such time as it is used for the purposes set out in this Agreement. The Disbursement shall be distributed to the county to be used during an initial time period of four years. The county shall obligate the entire amount of the Disbursement for specific purposes as consistent with this Agreement within the initial two years of the four-year time period. At any time during the four-year time period, the county may spend the Disbursement. At the expiration of the four-year time period, or at the expiration of any extension granted by the Council, whichever is later, any unspent portion of the Disbursement plus any accrued interest shall revert back to the Fund. Following a reversion to the Fund the county shall be solely responsible for any obligations made.

We encourage you to return these materials as soon as possible. The State is prepared to process this Agreement and issue payment in a timely fashion, upon receipt of these materials.

Please be advised that this Agreement is subject to the appropriation or availability of funds in the Fund. If funds are not appropriated or are otherwise unavailable, the Council reserves the right to modify or terminate this Agreement, upon written notice. The Council's right to terminate or modify this Agreement due to unavailability or non-appropriation of funds shall not constitute a breach of this Agreement by the Council. Upon modification or termination of this Agreement, the county shall have no right to recover from the Council any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

If you should have any questions or comments or need any assistance regarding this Agreement, please contact Ella Reding, Project Director of the Council at 615-571-5116 or oac.tncounty@tn.gov.

Please retain a copy of this Agreement for your records.

On behalf of *Rhea County*, I hereby agree to the aforementioned terms and conditions. By signing, I certify that *Rhea County* will only use the Disbursement for the approved opioid abatement and remediation activities listed in Attachment A or otherwise approved by the Council.

Official's Signature

Date

Official's Name (please print)

Official's Title or Position

Official's Contact Information (phone/email)

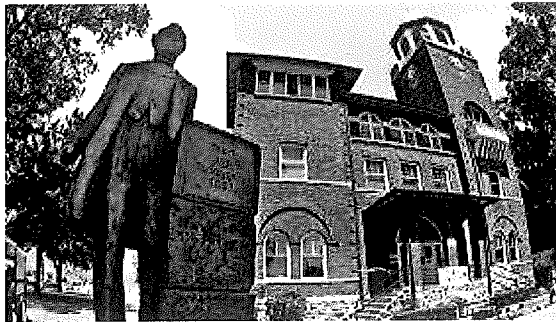
Federal Taxpayer Identification Number

W/O W.J. O'NEIL COMPANY

PLANNED MAINTENANCE AGREEMENT

FOR

Rhea Co Courthouse



Attn: Bobby Harris

[Type text]

PLANNED MAINTENANCE AGREEMENT

THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular Chiller/ Boiler service rate \$100.00 per man-hour for Mon – Fri. except Holidays. (\$5.00 per hour discount off standard rate)
- \$40.00 truck charge per service visit.
- Provide emergency after hours service 24 hrs per day, 7 days per week, and 365 days per year.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.

EQUIPMENT:

QUANTITY	SYSTEM TYPE	Manufacturer	MODEL #	SERIAL #	Tons	LOCATION
1	Chiller	Carrier	30GTN070-521KA	0903F19213	70	Ground
1	Boiler	Burnham	PV908WNG	64373958	NA	Basement

INSPECTION SCHEDULES:

Work Performed Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

PREVENTIVE MAINTENANCE (Chiller)			X			X						
Condenser Coil Cleaning			X									
PREVENTIVE MAINTENANCE (Boiler)								X				



SERVICES PROVIDED

Chiller-Air-Cooled

- Check Chiller control panel and devices for evidence of improper operation. Adjust components to ensure proper operation.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check refrigerant system pressures and/or temperatures. If outside of recommended levels, find cause, repair and adjust refrigerant to achieve optimal operating levels.
- Check for proper fluid flow.
- Check condenser fan motors for proper operation.
- Check motor contactors for pitting or other signs of damage.
- Check compressor oil level and or pressure on refrigerant systems having oil level and or pressure measurement means.
- Check compressor contactor for pitting or other signs of damage.
- Check compressor motor megohm readings and record readings.
- Annual oil analysis.
- Record Chiller operating condition.
- Clean condenser coils 1x per year.

Boiler

- Check unit control and devices for evidence of improper operation. Adjust components to ensure proper operation.
- Check gas heat exchangers.
- Test burner safeties and verify operation.
- Check control box for dirt, debris and/or loose terminations.
Clean and tighten as needed
- Calibrate safety controls, temperature and pressure controls
- Record boiler operating condition.

1. Customer will be informed of any recommended repairs.
2. Priority Service Calls.
3. Maintenance performed 3 times on chiller and 1 time on boiler annually.
4. Price includes Lubricants and Cleaners.
5. Clean condenser coils annually (March).
6. Customer will be notified of any recommended repairs.

GENERAL CONDITIONS:

All services will be performed during our normal working hours of 7:00 a.m. to 3:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond its control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of God, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

TERMS:

This agreement shall be in effect from 1-1-26 to 12-31-26 and may be canceled by either party, upon a thirty-day written notice to the other party.

This agreement shall automatically renew itself and shall continue until one party gives a thirty-day written notice of its desire to terminate the agreement with the other party.

Contract prices, unless noted, can only be adjusted on the anniversary date of this agreement, unless equipment is added or deleted from this agreement.

W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

Annually: \$ 2,025.49

YOUR ACCEPTANCE

OUR APPROVAL

Company

W.J. O'NEIL COMPANY
Company

By:

By: Dustin Higdon 423-309-2254
Project/ Service Consultant

Title:



