RESOLUTION NO 26-07-61

RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE TENNESSEE DEPARTMENT OF HEALTH AND RHEA COUNTY FOR SUPPORT OF THE RHEA COUNTY HEALTH DEPARTMENT

WHEREAS, the Rhea County Board of Commissioners has reviewed an Agreement entered into on the first day of July, 2025, between the Tennessee Department of Health (hereinafter referred to as the STATE) and Rhea County (hereinafter referred to as the COUNTY); and

WHEREAS, said Agreement provides for the COUNTY to appropriate a total of $79,006 for support of the Rhea County Health Department; and

WHEREAS, it is in the best interest of the citizens of Rhea County to enter into this Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Rhea County Board of Commissioners of Rhea County, Tennessee, as follows:

1. That the Agreement between the Tennessee Department of Health and Rhea County, a copy of which is attached hereto and made a part hereof by reference, is hereby approved; and

2. That the County Executive is hereby authorized to execute said Agreement on behalf of Rhea County; and

3. That this Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the Rhea County Board of Commissioners, this 21st day of July, 2026.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

LINDA SHAVER, COUNTY CLERK ★ RHEA COUNTY TENNESSEE ★ SEAL

AGREEMENT

BETWEEN

TENNESSEE DEPARTMENT OF HEALTH

AND

RHEA

COUNTY

This agreement is entered into this first day of **July, 2025**, between the Tennessee Department of Health, hereinafter referred to as the STATE and **Rhea** County, hereinafter referred to as the COUNTY.

WHEREAS, it is the vision of the Tennessee Department of Health to be in the top ten states in the nation for health, and

WHEREAS, it is the mission of the Tennessee Department of Health to protect, promote, and improve the health and prosperity of the people in Tennessee through the prevention of conditions that may be a threat to health, individually and collectively, and through the treatment of conditions that have already affected the health of Tennesseans, and

WHEREAS, TCA 68-2-901, provides a means for a State and County effort to accomplish these mutual goals through the delivery of health services through the local health departments.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

A. THE COUNTY AGREES:

1. To appropriate a total of **$ 79,006** for support of the **Rhea** County Health Department. This amount consists of:
    a. **$ 31,622** Direct-Local funds (for which the COUNTY shall not be billed); in accordance with Item 3 below.
    b. **$ 47,384** of appropriation for which the COUNTY shall be billed **$ 46,284** in accordance with item (3) below, and **$ 1,100** will be placed in local direct for community engagement.

2. To use revenues generated from the provision of health services toward the support of the County Health Department
3. To pay the STATE biannually one half of the total county funds appropriated for the purposes of this contract as identified in Item 1 (b) above. Payments are to be received by the STATE no later than the last day of January for the first payment, and no later than the last day of April for the second payment (Jan. 31, and Apr.30 respectively).
4. To report all local expenditures to the STATE quarterly.
5. To submit to the STATE a duly signed and executed county agreement.

B. THE STATE AGREES:

1. To provide a total of **$ 541,500** in support of the **Rhea** County Health Department.
2. Upon written request, to provide a reporting of all expenditures and revenues.

C. BOTH PARTIES AGREE:

1. It is further agreed that the funds shall be used to pay salary, longevity, fringe benefits, travel, meals and/or lodging and other necessary expenses. The salary and travel, meals and/or lodging payments shall be paid in accordance with State regulations, policies and procedures, and subject to funding availability.
2. The term of this agreement will begin **July 1, 2025**, and shall extend through **June 30, 2026**.
3. This agreement may be amended in accordance with procedures established by the Commissioner of the Tennessee Department of Health. All amendments must be reduced to writing.

Approved:

Lindsay Hathcock
Lindsay Hathcock (Dec 16, 2025 14:57:07 EST)

County Health Director
Lindsay Hathcock

Glenn Czarnecki
Glenn Czarnecki (Dec 16, 2025 14:09:43 EST)

Regional Public Health Director
Glenn Czarnecki

Jim Vincent
Mayor

Fiscal Officer of Local **(Mayor)**
Appropriating Authority
Jim Vincent

Assistant Commissioner, Community
Health Services

Commissioner, Department of Health

RESOLUTION #26-07-62 APPROVING PARTICIPATION IN THE RURAL HEALTH TRANSFORMATION FUND GRANT (LAST MILE TEAMS INITIATIVE)

Motion Commissioner Thedford, second Commissioner Ellis to approve Resolution #26-07-62 Resolution and copy Grant Contract follow next pages.

VOTED AYE: ALL NAY: NONE ABSENT: FISHER

MOTION CARRIED

RESOLUTION #26-07-63 TO DECLARE OUTDATED EQUIPMENT NO LONGER USED BY RHEA COUNTY SOLID WASTE AS SURPLUS AND TO SELL, SALVAGE, OR DISPOSE OF IN AN APPROPRIATE MANNER

Motion Commissioner Cashman, second Commissioner Dunn to approve Resolution #26-07-63 Resolution follows next pages.

VOTED AYE: ALL NAY: NONE ABSENT: FISHER

MOTION CARRIED

RESOLUTION #26-07-64 TO AMEND RESOLUTION #26-06-50, A RESOLUTION TO APPROVE THE PURCHASE OF A MARKET OPPORTUNITY ANALYSIS AND FINANCIAL FEASIBILITY ASSESSMENT FROM SPORTS FACILITES COMPANIES VIA A COOPERATIVE PURCHASING AGREEMENT THROUGH THE 791 PURCHASING COOPERATIVE

Motion Commissioner Thedford, second Commissioner Welch to approve Resolution #26-07-64 to amend Resolution #26-06-50. Resolution and Services Agreement follow next pages.

VOTED AYE: ALL NAY: NONE ABSENT: FISHER

MOTION CARRIED

RESOLUTION #26-07-65 APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LaBELLA ASSOCIATES, D.P.C. FOR DESIGN SERVICES RELATED TO MORGANTOWN PARK IMPROVEMENTS

Motion Commissioner Francisco, second Commissioner Cashman to approve Resolution #26-07-65 Resolution and Services Agreement follows next pages.

VOTED AYE: ALL NAY: NONE ABSENT: FISHER

MOTION CARRIED

RESOLUTION #26-07-66 TO DONATE $60,000 FROM THE TVA IMPACT FUND TO THE GRANDVIEW FIRE ASSOCIATION FOR THE CONSTRUCTION OF A SECOND FIRE STATION

Motion Commissioner Cashman, second Commissioner Welch to approve Resolution #26-07-66 Resolution follows next pages.

VOTED AYE: ALL NAY: NONE ABSENT: FISHER

MOTION CARRIED

RESOLUTION #26-07-67 TO APPROVE A ONE-TIME DONATION OF $500,000 FROM TVA IMPACT FUND TO THE RHEA COUNTY ROAD DEPARTMENT FOR ROAD IMPROVEMENTS, NOT TO BE CONSIDERED MAINTENANCE OF EFFORT

Motion Commissioner Cashman, second Commissioner Francisco to approve Resolution #26-07-67 Resolution follows next pages.

VOTED AYE: ALL NAY: NONE ABSENT: FISHER

MOTION CARRIED

RESOLUTION #26-07-68 OF THE RHEA COUNTY COMMISSION APPROVING THE ACCEPTANCE OF A HOMELAND SECURITY GRANT PROGRAM (HSGP) FY 2025 GRANT CONTRACT FROM THE STATE OF TENNESSEE, DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY, IN THE AMOUNT OF $15,237.86

Motion Commissioner Thedford, second Commissioner Dunn to approve Resolution #26-07-68 Resolution and copy of Grant Contract follow next pages.

VOTED AYE: ALL NAY: NONE ABSENT: FISHER

MOTION CARRIED

RESOLUTION NO 26-07-62

RESOLUTION APPROVING PARTICIPATION IN THE RURAL HEALTH TRANSFORMATION FUND GRANT (LAST MILE TEAMS INITIATIVE)

WHEREAS, the Rural Health Transformation Fund (RHTF), authorized under federal law (e.g., Section 71401 of Public Law 119-21), supports rural health infrastructure, emergency care, behavioral health, workforce, and related initiatives in Tennessee's rural counties, including Rhea County; and

WHEREAS, this includes the Last Mile Teams Initiative for expanding rural emergency care (e.g., ambulance programs), with compliance frameworks for procurement, audits (Assistance Listing 93.798), data collection, and federal requirements under 2 CFR Part 200; and

WHEREAS, participation aligns with county health priorities and requires execution of related agreements, budgets, and compliance packets (as detailed in the PDF attachments);

NOW, THEREFORE, BE IT RESOLVED by the Rhea County Commission that:

SECTION 1. The Commission approves Rhea County's participation in the Rural Health Transformation Fund Grant and associated programs.

SECTION 2. The County Executive is authorized to execute grant agreements, applications, compliance documents, reimbursement requests, and all related materials with the Tennessee Department of Health or other administering agencies.

SECTION 3. The Commission directs adherence to all federal/state requirements, including audits, procurement standards, reporting, and the County Purchase and Reimbursement Checklist.

SECTION 4. This resolution takes effect immediately upon passage.

PASSED AND ADOPTED by the Rhea County Board of Commissioners, this 21st day of July, 2026.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

LINDA SHAVER, COUNTY CLERK ★ RHEA COUNTY TENNESSEE ★ SEAL

GOVERNMENTAL GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID
June 1, 2026	October 30, 2027	34320-28226	

Grantee Legal Entity Name	Edison Vendor ID
Rhea County Government	0000002742

Subrecipient or Recipient	Assistance Listing Number 93.798
☒ Subrecipient ☐ Recipient	Grantee's fiscal year end

Service Caption (one line only)

The Purchase of One (1) Ambulance and lift in each of the 89 rural counties in Tennessee through the Last Mile Teams Initiative for the Rural Health Transformation Funds

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2027		**$305,461.00**			**$305,461.00**
TOTAL:		**$305,461.00**			**$305,461.00**

Grantee Selection Process Summary

☐ Competitive Selection	
☒ Non-competitive Selection	The Purchase of One (1) Ambulance and lift in each of the 89 rural counties in Tennessee through the Last Mile Teams Initiative for the Rural Health Transformation Funds.

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.

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
HL00019412	71301000

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH AND RHEA COUNTY GOVERNMENT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Rhea County Government, hereinafter referred to as the "Grantee," is for the provision of the purchase of one (1) ambulance and lift in each of the 89 rural counties in Tennessee through the Last Mile Teams Initiative for the Rural Health Transformation Funds, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000002742

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. Service Definitions.

a. CMS means Centers for Medicaid and Medicare Services.

b. HRSA means Health Resources and Services Administration.

c. "Last Mile Team Initiative means the initiative that "unites multiple high-impact efforts to expand Tennessee's rural emergency care infrastructure and bring integrated health services directly to residents in hard-to-reach communities.

d. Rural County means a county designated as rural under the current HRSA definition of rurality (non-metro areas or rural census tracts of metro areas.

e. Rural Health Transformation Fund (RHTF) means the federal funding program authorized by Section 71401 of Public Law 119-21, administered by CMS through cooperative agreement with the State of Tennessee.

A.3. Service Goals. Expand Tennessee's rural emergency care infrastructure and bring integrated health services directly to residents in hard-to-reach communities.

A.4. Service Recipients. The ultimate service recipients of this Grant Contract are the general population of this State as needed in an emergency.

A.5. Service Description. The Last Mile Teams initiative within the Rural Health Transformation Fund unites multiple high-impact efforts to expand Tennessee's rural emergency care infrastructure and bring integrated health services directly to residents in hard-to-reach communities. This portion of the funding will fund one (1) ambulance and lift for each of the 89 counties.

The State notes that the Centers for Medicare & Medicaid Services approved the designation of the rural county and communities served through this grant contract as "Beneficiaries" of the Rural Health Transformation Program. For purposes of this grant contract, the term Grantee shall also refer to the "Beneficiary".

A.6. Reporting Requirements.

a. Reporting Overview. Grantee shall submit programmatic and financial reports, as applicable to RHT program initiatives, to TDH in accordance with this Section. Reporting requirements are intended to support program monitoring, compliance with Centers for

Medicare & Medicaid Services (CMS) RHT program requirements, and evaluation of funded initiatives. All reports shall be submitted in a format provided by TDH.

b. Reporting Schedule. Grantee shall submit the following reports:

(1) Quarterly Reports: Due no later than ten (10) calendar days following the end of each reporting period.
(2) Annual Reports: Due no later than ten (10) calendar days following the end of each state fiscal year.
(3) Final Summative Report and Evaluation: Due within thirty (30) days after the end of the grant contract term.
(4) Preliminary Updates (if requested): TDH may request a brief preliminary summary within ten (10) calendar days following the end of a reporting period for purposes of CMS or internal reporting.

c. Performance Measurement Plan (PMP). Within thirty (30) calendar days of the Effective Date, Grantee, in collaboration with TDH, shall develop and finalize a Performance Measurement Plan (PMP). The Performance Measurement Plan shall demonstrate how Grantee-level activities, outputs, and outcomes align with applicable RHT initiative-level goals, statewide performance measures, and other reporting requirements established by TDH or CMS. The PMP shall include, at a minimum:

(1) Defined performance metrics for each initiative;
(2) Baselines and targets, where applicable;
(3) Data sources and calculation methodologies;
(4) Reporting frequency;
(5) Detailed work, evaluation, and sustainability plan, in a format provided by the State, and prior to the start of each subsequent contract year, and
(6) Responsible parties for data collection and reporting.
(7) All subsequent reports shall align with the approved PMP.

d. Quarterly Report Content. Quarterly reports shall include, at a minimum:

(1) Performance Metrics: Progress toward defined metrics and targets, including current values and comparison to prior reporting periods;
(2) Milestones and Implementation Progress: Status of CMS-defined checkpoints and major project milestones, including key activities completed during the reporting period;
(3) Financial Reporting: Expenditures incurred during the reporting period, including a comparison of budgeted versus actual spending; and
(4) Risks and Challenges: Identification of key implementation risks or barriers and corresponding mitigation strategies.
(5) Successes and Lessons Learned: Quotes, stories, photos, videos, testimonials, or anecdotal narratives that complement quantitative data and illustrate the real-world impact, implementation experiences, adaptations, and lessons learned from RHT-funded activities, particularly from rural communities served, partners, providers, and/or end beneficiaries.

e. Annual Report Content. Annual reports shall include all elements required in quarterly reports and, in addition:

(1) A cumulative summary of program activities and outcomes for the reporting year;
(2) Evaluation of progress toward overall initiative goals;
(3) Summary of community engagement activities and partnerships;
(4) Updates on relevant policy, regulatory, or systems changes; and
(5) Sustainability planning, including strategies to maintain program activities beyond the funding period.

f. Reporting Format and Changes. TDH shall provide reporting templates and guidance.

(1) TDH shall provide at least thirty (30) calendar days' notice of any material changes to reporting templates or requirements;
(2) Such changes shall align with CMS guidance or program needs; and
(3) Grantee shall make reasonable efforts to comply with updated requirements. In the event such updates include the need to provide PHI, the Parties agree to execute an amendment to this Agreement prior to implementation, unless such provision of PHI is permitted under HIPAA, as amended.

g. Documentation and Data Support and Validation Grantee shall maintain documentation sufficient to support all reported metrics, milestones, activities, and expenditures.

TDH may request additional documentation as reasonably necessary for program oversight, CMS compliance, audit, or evaluation purposes. Response timelines for such requests shall be mutually agreed upon based on the scope and complexity of the request.

Unless otherwise specified by applicable law or federal requirements, Grantee shall maintain all financial, programmatic, and supporting documentation related to this Agreement for a minimum of five (5) years following the end of the contract term or final resolution of any audit, whichever is later.

Grantee shall also implement reasonable data quality assurance and validation procedures to ensure the accuracy, completeness, consistency, and timeliness of reported information. TDH may request supporting source documentation, validation methodologies, or corrective action plans related to identified reporting discrepancies or data quality concerns.

h. Data Access and Use. All data, reports, and documentation generated under this Agreement by Grantee/designees shall be made available to TDH. TDH may use, reproduce, analyze, and share aggregated or program-level data with CMS, federal or state oversight entities, program evaluators, and research partners, in accordance with applicable state and federal laws governing confidentiality and data protection.

i. Reporting System. Reports shall be submitted electronically to TDH to the designated contact to be provided to Grantee by TDH.

j. Collaboration and Monitoring Grantee shall:

(1) Participate in regular (at least quarterly) reporting and monitoring meetings with TDH;
(2) Collaborate with TDH on program evaluation and continuous improvement efforts; and
(3) Provide all information necessary for TDH to complete required CMS reporting, including the final cumulative report.
(4) Site visits. The Grantee will allow and participate in site visits from the State as requested.

k. Compliance with CMS Requirements. Grantee shall provide any additional information, documentation, or data required to maintain compliance with CMS or other federal award requirements. TDH may modify reporting requirements as necessary to align with CMS guidance or federal program requirements.

l. Compliance with Federal Award Requirements. To the extent this Agreement is funded in whole or in part with federal funds, Grantee shall comply with all applicable federal statutes, regulations, and guidance, including but not limited to 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). This includes requirements related to allowable costs, procurement standards, financial management, record retention, and audit. Grantee shall ensure that

any contractors or subrecipients engaged under this Agreement are also compliant with applicable federal requirements.

A.7. RHTF Requirements.

a. The Scope of Services is consistent with allowable uses of funds under the Centers for Medicare and Medicaid Services (CMS) Rural Health Transformation (RHT) Notice of Funding Opportunity (NOFO), including behavioral health access and workforce support.

b. Administrative costs charged under this award shall not exceed ten percent (10%) of total award costs

c. RHT funds may not be used as match or cost share for any other federal program.

d. No funds awarded under this agreement shall be used for new construction, building expansion, purchasing or significant retrofitting of buildings, cosmetic upgrades, or any other cost that materially increases the value of capital assets or extends useful life as a direct cost.

e. Funds provided under this Agreement shall supplement and not supplant existing state or federal funding.

f. The Grantee shall comply with the applicable requirements set forth in Attachment 1, County Ambulance Program Compliance Packet. Attachment 1 also provides guidance regarding allowable use of funds, procurement documentation, reimbursement documentation, reporting, County ownership, provider selection considerations, and use of the ambulance and lift funded under this Agreement. Any model documents, templates, sample language, or mock agreements included in Attachment 1 are provided for informational and illustrative purposes only. The Grantee shall review Attachment 1 with the Grantee's legal counsel, as applicable.

A.8. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the State shall relinquish the rights to equipment or motor vehicles purchased with Grant funds in reference to Section D.27. All equipment or motor vehicles shall become the property of the Grantee at the end of the grant term.

A.9. Inspection and Acceptance. Acceptance of the work outlined above will be made by State or its authorized representative. State makes the final determination in terms of acceptance of the equipment being purchased under this Grant Contract.

A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

A.11. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.

A.12. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on June 1, 2026 ("Effective Date") and extend for a period of Seventeen (17) 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 Three Hundred, Four Hundred and Sixty-One Thousand ($305,461.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 3 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 – Partial Advance Payment. 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. Any partial payment provided during the contract term shall not exceed Three Hundred and Five Thousand, Four Hundred and Sixty-One Dollars ($305,461.00) per individual quote. The Grantee may submit quotes for State review and written approval to be approved by the State at any point during the contract term for an ambulance and/or ambulance lift and shall be paid to the Grantee at the State's discretion. If any funds of the Partial Advance Payment are not used for the purchase based on approved quotes, then invoices (Attachment 3) must be submitted to show that the balance of the Partial Advance Payment was used for an ambulance and/or lift and be approved in writing by the State. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices (Attachment 4) for payment prior to any additional reimbursement of allowable costs. The total of all payments to the Grantee shall not exceed the maximum liability of this Grant Contract.

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:

Department of Health
Division of Health Licensure and Regulation
Office of Emergency Medical Services
ATTN: Sherrie Stanley
665 Mainstream Drive, 1st Floor
Nashville, TN 37248

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: Department of Health, Division of Health Licensure and Regulation, Office of Emergency Medical Services .
(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.
(4) An invoice under this Grant Contract shall be presented to the State within forty-five (45) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than forty-five (45) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

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 (Attachment 5)

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:

Brandon Ward, Director
Department of Health
Office of Emergency Medical Services
665 Mainstream Drive, First Floor
Nashville, TN 37243
Email: brandon.ward@tn.gov
Telephone: (615) 741-4521
Fax: (615) 741-4217

The Grantee:

Jim Vincent, County Executive
Rhea County Government
Suite 215 Dayton, Tennessee 37321-0215
financebookkeeper@rheacounty.org
Telephone # (423) 775-7801
FAX #

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 or suspend this Grant Contract upon written notice to the Grantee. The State's right to terminate or suspend 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 or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. 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 6 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. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. 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). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

a. Description of the equipment or motor vehicles;
b. Vehicle identification number;
c. Manufacturer's serial number or other identification number, when applicable;
d. Acquisition date, cost, and check number;
e. Fund source, State Grant number, or other applicable fund source identification;
f. Percentage of state funds applied to the purchase;
g. Location within the Grantee's operations where the equipment or motor vehicles is used;
h. Condition of the property or disposition date if Grantee no longer has possession;
i. Depreciation method, if applicable; and
j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

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. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.3. Assistance Listing Number. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers: Rural Health Transformation Program – 93.798

IN WITNESS WHEREOF,

RHEA COUNTY GOVERNMENT:

Jim Vincent 7/8/26

GRANTEE SIGNATURE **DATE**

JIM VINCENT Executive

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

DR. JOHN R. DUNN, INTERIM COMMISSIONER **DATE**

ATTACHMENT 1

Department of Health

Rural Health Transformation

County Ambulance Program Compliance Packet

Prepared April 2026

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Compliance Memo

This memo outlines the compliance framework for the [ambulance program], a Last Mile Teams initiative funded by the Rural Health Transformation Program (Assistance Listing: 93.798). It also defines program eligibility requirements and cross-references applicable compliance standards across governing policies and guidance. The memo outlines requirements set forth in the Rural Health Transformation Notice of Funding Opportunity (NOFO), applicable FAQs, 2 CFR Part 200, the Tennessee Central Procurement Office's Policy 2013-007, and the Tennessee Department of Finance and Administration's Policy 22.

The Rural Health Transformation Program is designed to support state efforts to improve healthcare access, quality, and outcomes in rural communities.

Activities Allowed or Unallowed

The [ambulance program] purpose is to acquire one ambulance and lift for every County with the intended outcomes of expanding Tennessee's rural emergency care infrastructure and bringing integrated health services directly to residents in hard-to-reach areas.

Activities allowed include the acquisition of one emergency medical service ambulance(s) and lift. Planning, procurement, and administrative activities are allowable only to the extent that they are necessary, reasonable, and directly related to the acquisition and deployment of the ambulance.

Allowable Costs / Cost Principles

Allowable costs include the acquisition of ambulance(s) equipped with powerlift, within the County's approved RHTP allocation. Administrative and indirect costs are not allowable under this program.

Cash Management

Funds will be disbursed on a reimbursement basis. Each request for reimbursement must include appropriate supporting documentation outlined in the request for payment checklist.

Eligibility

Per 2 CFR §200.1, the pass-through entity (TDH) must determine whether each entity receiving federal funds is a Subrecipient, Beneficiary, or Contractor. This determination defines the scope of compliance obligations that flow down to each participating county and dictates the documentation, monitoring, and audit requirements applicable to each grant contract.

Classification Determination: Beneficiary

TDH has determined that counties participating in the [ambulance program] are classified as **beneficiaries** under 2 CFR §200.1. This determination was made using the Classification Analysis framework established in the RHTP Compliance Documentation Checklist and is supported by the following indicator-by-indicator assessment:

	Indicator	Rationale
1	Does the entity have programmatic decision-making authority over use of funds?	No. The County does not determine how RHTP funds are allocated or used across the program. The State defines the approved use (acquisition of ambulance with powerlift), the per-unit allocation, and the reimbursement process. The County's role is limited to purchasing the specified equipment and submitting documentation for reimbursement.
2	Does the entity determine eligibility of ultimate beneficiaries?	No. TDH, as the pass-through entity, determines which counties are eligible to participate based on HRSA rurality criteria and NOFO requirements. Counties do not make eligibility determinations for other entities or individuals under this program.
3	Does the entity carry out a portion of the federal program for a public purpose?	No. The County does not implement RHTP program activities on behalf of TDH. The County receives the end product of federal assistance (the ambulance) for its own use in delivering emergency medical services. The County is the end user of the funded asset, not an administrator of the federal program.
4	Does the entity provide goods or services for the benefit of the pass-through entity?	No. The County does not provide goods or services to TDH. The relationship is not a procurement or vendor arrangement.
5	Does the entity receive the end product of federal assistance for its own use?	Yes. The County receives the ambulance with powerlift as the direct and final beneficiary of the RHTP funding. The ambulance is placed into the County's emergency medical services operations for the benefit of its rural population.
6	Does the entity exercise discretion over the use of federal funds?	No. The County does not exercise discretion over how RHTP funds are spent. The approved use is defined by the NOFO, the TN RHTF Application, and the grant contract. The County purchases the specified equipment and seeks reimbursement within the parameters set by TDH.
7	Does the entity provide similar goods or services to many purchasers in a competitive environment?	No. This indicator applies to Contractor relationships. The County is not operating as a vendor or service provider to TDH.

This designation is consistent with the exclusion at 2 CFR §200.1, which provides that a subaward "does not include payments to a contractor, beneficiary, or participant." As used in this document, "beneficiary" refers to an entity that receives the direct benefit of program funds as an end user and does not carry out a federal award or administer federal funds on behalf of the State.

Equipment, Real Property Management, and Land

Because the County is participating as a beneficiary, federal requirements related to equipment management and disposition do not apply. The County will retain ownership of the ambulance and lift and is responsible for ensuring it is used primarily for **stated** program purposes. The County is also responsible for the disposition or sale of the asset, and any proceeds from such sale may be used at the County's discretion.

Period of Availability of Funds

All costs must be incurred between the contract execution date and October 30, 2027. No reimbursement will be made for costs incurred prior to the effective date of the contract. Failure to submit a reimbursement request by [Date 3] will result in forfeiture of

reimbursement for that period, given the program's multi-year competitive structure and annual obligation deadlines.

Procurement, Suspension, and Debarment

Because the County is acting as a beneficiary, it is not subject to federal competitive procurement requirements under 2 CFR Part 200. However, the County must comply with all applicable state and local procurement laws and policies when making purchases. The County must provide a copy of its procurement policy (or documentation that it will adopt state procurement policy) prior to submitting a reimbursement request.

Program Income

Because the County is a beneficiary, federal program income requirements do not apply.

Reporting

Tennessee Department of Health (TDH) requires limited programmatic data collection to support statewide monitoring and evaluation of the Rural Health Transformation Program.

Throughout the performance period of the program (from contract execution through September 30, 2031), the County shall submit quarterly reports to TDH containing aggregate operational data related to the County-owned ambulance. At a minimum, each report shall include:

- Total number of transports, reported by month; and
- Total mileage, reported by month.

TDH will provide guidance on the required format, submission process, and reporting timelines. These reporting requirements are established by TDH for program oversight purposes and do not constitute federal reporting requirements applicable to subrecipients.

Title VI

The County is not independently subject to Title VI administrative requirements, such as maintaining a formal Title VI program or posting nondiscrimination notices.

Fraud, Waste, And Abuse Poster

Throughout any period in which a state agency or community grant agency receives public funds, the entity is required to display a Fraud, Waste, and Abuse notice in a prominent location. The notice must be at least eleven (11) inches by seventeen (17) inches and clearly visible to employees and the public. The notice must state "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"

Other Monitoring Performed

The State may conduct oversight activities, including verifying proper use of the equipment. The State will conduct an initial inspection of the ambulance prior to operation to ensure it meets all design, construction, equipment, sanitation, operation, and maintenance standards required by state law. In addition to the initial inspection, annual inspections will also be conducted. The State reserves the right to conduct future site visits to verify proper use of the equipment.

Audit Reviews

Because the program has been structured such that the County participates as a beneficiary rather than a subrecipient of federal funds, the County is not subject to the Single Audit requirements under 2 CFR Part 200. Additionally, the funding does not count toward the $1,000,000 Single Audit threshold. The County may still be required to provide documentation or support to the Department of Health.

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Provider Selection Best Practices

This section provides a suggested framework for counties to follow across various scenarios, regarding the placement and usage of the ambulance and lift that was acquired through the [ambulance program], a Last Mile Teams initiative funded by the Rural Health Transformation Program (Assistance Listing: 93.798). TDH will not audit counties for adherence to these practices. The intent is to ensure that provider selection decisions are documented, applied consistently, and supported by a clear administrative record.

The County shall retain ownership of the ambulance at all times. No title, leasehold interest, or other ownership interest may be transferred to any other entity.

The County shall identify the applicable provider selection scenario and suggested best practices set forth herein. It is recommended that documentation sufficient to demonstrate a compliant selection process be maintained and submitted as part of the reimbursement request, as outlined in the accompanying checklist.

See TDH EMS Directory for complete list of providers by County.

1. No Private EMS Provider in the County

Where no private EMS provider currently operates within the County, the County must operate the ambulance through County EMS or an equivalent County-operated service. As best practice, the County should document the internal assignment of the ambulance to County EMS operations, including the name of the responsible department or division, and record the ambulance in the County's fixed-asset inventory.

No provider selection process or Use Agreement is required for this scenario. If the County later seeks to place the ambulance with a private EMS provider that begins operating in the County, the County must apply the applicable section below at that time.

2. One Private EMS Provider in the County

Where only one private EMS provider currently operates within the County and the County elects to place the ambulance with that provider, it is best practice that the County document a sole-provider justification. The County should, as best practice:

- Prepare a brief written justification documenting that only one private EMS provider operates within the County, and that competitive selection is therefore not applicable.
- Execute a Use Agreement (see Appendix for sample language) prior to transfer of physical possession of the ambulance. For compliance best practices, it is recommended the agreement should address key topics such as reporting, maintenance, insurance, permitted use, and return of the ambulance.

- Confirm that the County retains ownership of the ambulance and that no additional funds or ownership interest are transferred to the provider.

3. Multiple Private EMS Providers in the County

Where more than one private EMS provider currently operates within the County and the County elects to place the ambulance with a private provider, County must follow its standard procurement process. The purpose is to demonstrate that the placement decision was made without favoritism or improper private benefit.

As a condition of reimbursement, the County must complete the following:

a. Provider Identification. Identify all private EMS providers currently operating within the County that could be considered for ambulance placement.

b. Neutral Selection Process. Apply a consistent, predefined process for selecting among eligible providers. The County must follow applicable state and local procurement requirements, including any locally adopted purchasing policies, TN CPO Policy 2013-007, and F&A Policy 22.

c. Selection Justification. Prepare a written record documenting:

- All providers identified and considered;
- The process and criteria applied;
- The basis for the provider selected; and
- Confirmation that the County retains ownership of the ambulance and that no additional funds or ownership interest are transferred to the selected provider.

d. Use Agreement. Execute a Use Agreement (see Appendix for sample Model Use Agreement) with the selected provider prior to transfer of physical possession of the ambulance.

e. File Retention. Retain all provider selection documentation, including provider identification records, OIG verifications, the selection justification, non-selection notices, and the executed Use Agreement — in the County's RHTP compliance file, organized and available for State monitoring.

County Purchase and Reimbursement Checklist

Because the County participates in the Tennessee Rural Health Transformation Program (RHTP) as a beneficiary, it is not subject to federal procurement requirements applicable to federal award recipients or subrecipients.

The County remains responsible for complying with all applicable Tennessee county procurement laws and its own locally adopted purchasing authorities. Documentation demonstrating compliance with those requirements must be included in the reimbursement package.

County Procurement Authority (Required – Retain on file)

___ County Purchasing Law of 1957 (T.C.A. § 5-14-101 et seq.)

___ County Purchasing Law of 1983 (T.C.A. § 5-14-201 et seq.)

___ County Financial Management System of 1981 (T.C.A. § 5-21-101 et seq.)

___ County ordinance, resolution, private act, charter provision, or purchasing policy attached

Procurement Method Documentation (Required – Retain on file)

___ Competitive sealed bid (bid advertisement and tabulation attached)

___ Informal quotes (required number per county policy attached)

___ Cooperative or state contract (documentation attached)

___ Sole source or exception (written justification attached, if permitted)

Cost and Purchase Controls (Required – Retain on file)

___ Purchase complies with county bid thresholds and aggregation rules

___ Purchase was not split to avoid bidding requirements

___ Vendor selection complies with county policy

___ Cost is reasonable and within approved RHTP allocation

Proof of Expenditure (Required – Retain on file, submit copy to TDH)

___ Vendor invoice (within approved period of performance)

___ Proof of payment (check copy, ACH confirmation, etc.)

___ Purchase order or contract (if required by county policy)

___ Evidence that goods were received (e.g., delivery confirmation, bill of lading, signed receipt)

County Attestation (Required – Retain on file, submit copy to TDH)

___ The County certifies that all applicable Tennessee county procurement laws and local purchasing policies were followed and that the documentation submitted is true, accurate, and complete.

Implementation Instructions

These instructions provide counties with a step-by-step guide for implementing the RHTP-funded ambulance and lift acquisition, from initial program confirmation through reimbursement. Each step references the applicable section of this Compliance Packet and cites the governing authority. All activities must be completed within the approved period of performance and comply with the RHTP NOFO (CMS-RHT-26-001), the TN RHTF Application, and applicable Tennessee county procurement laws and locally adopted purchasing policies.

Step 1: Confirm Program Eligibility and County Participation

Before initiating any purchase, the County should:

- Retain original written confirmation from the State of its participation in the RHTP ambulance program prior to initiating any purchase.
- Designate a County point of contact responsible for coordinating implementation and maintaining the compliance file.

Step 2: Procure the Ambulance

The County is responsible for purchasing the ambulance directly and retaining ownership. The ambulance qualifies as capital equipment under the definition at 2 CFR § 200.1. As best practice during procurement, it is recommended that the County:

- Follow applicable Tennessee county procurement laws and locally adopted purchasing policies.
- Comply with Tennessee Central Procurement Office Policy 2013-007 and Tennessee Department of Finance and Administration Policy 22, as referenced in the RHTP compliance framework.
- Complete all applicable items in the County Purchase and Reimbursement Checklist.

Step 3: Establish County Ownership and Asset Records

Upon receipt of the ambulance, the County should establish ownership and equipment records. As best practice, the County should:

- Confirm that title and registration are in the County's name.
- Record the ambulance in the County's fixed-asset inventory, including a description, serial/VIN number, acquisition date, acquisition cost, funding source (RHTP), location, condition, and use status, as best practice.
- Apply any required asset tags or identification consistent with County inventory practices.
- Confirm that no title, lease, or ownership interest is transferred to any other entity. The County must retain ownership at all times, consistent with the program's reimbursement structure.

Step 4: Determine Ambulance Operations

The County is responsible for determining how the ambulance will be placed into service, including whether it will be operated directly by County EMS or placed with a private EMS provider operating within the County. The County retains ownership and control of the ambulance and lift at all times, consistent with the program's reimbursement structure. No title, leasehold interest, or other ownership interest may be transferred to any other entity under any scenario.

As best practice, the County should:

- Identify which provider selection scenario applies based on the EMS providers currently operating within the County.
- Follow the corresponding scenario guidance in the Provider Selection section of this Compliance Packet, including any recommended documentation, selection process, and Use Agreement execution.
- Document the basis for the operational decision and retain supporting records in the County's RHTP compliance file.
- Confirm that the County retains ownership of the ambulance and that no additional funds or ownership interest are transferred to any operating provider.

See the Provider Selection section for scenario-specific best practices, including treatment of edge cases such as providers already under County contract, regional or multi-County EMS providers, and temporary provider capacity loss.

Step 5: Execute the Use Agreement

When placing the ambulance with a private EMS provider, the County must:

- Complete and execute the Use Agreement (see Appendix) prior to transfer of physical possession.
- Retain the executed agreement in the County's RHTP compliance file.

Step 6: Submit Reimbursement Request

After the County has purchased the ambulance and the ambulance is in use, the County may submit a reimbursement request to the Department of Health via [email@tdh.gov]. Once the request for payment package is approved, the state must process the payment within 30 days per Tennessee State Law.

The reimbursement request must:

- Be submitted using the State-required reimbursement form within the [timelines established by the State.]
- Include all required supporting documentation identified in the County Purchase and Reimbursement Checklist.

Step 7: Maintain Compliance File and Audit Readiness

As best practice, the County should maintain a complete RHTP compliance file containing all documentation generated through this process, including:

- Program eligibility confirmation (Step 1)
- Procurement records, vendor verification (Step 2)
- Title, registration, and fixed-asset inventory records (Step 3)
- Provider selection documentation, sole-provider justification, or internal assignment memo, as applicable (Step 4)
- Executed Use Agreement, if applicable (Step 5)
- Reimbursement request and all supporting materials (Step 6)
- Any correspondence with the State related to program compliance

It is recommended that records be retained for a period of three years from the date of submission of the final expenditure report.

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Appendix

Model Use Agreement

This Model Use Agreement is provided for illustrative purposes only and does not create any requirement or obligation for use; counties may adopt alternative approaches consistent with applicable laws and local policies.

USE AGREEMENT FOR COUNTY-OWNED AMBULANCE

Agreement Number: _____

Effective Date: _____

County: _____

County Contact and Title: _____

Provider: _____

Provider Contact and Title: _____

Ambulance Info

Year / Make / Model: _____

VIN: _____

Acquisition Cost: _____

Asset Tag / Inventory No.: _____

Date of Transfer to Provider: _____

Purpose

This Use Agreement ("Agreement") is entered into between [County Name] ("County") and [Provider Name] ("Provider") to establish binding terms governing the Provider's temporary possession and operation of a County-owned ambulance and lift ("Ambulance").

Ownership and Bailment

The Ambulance is and shall at all times remain the sole property of the County. The Provider receives only a temporary, revocable right to possess and operate the Ambulance for the purposes described in this Agreement. No title, lease, lien, security interest, or other ownership interest in the Ambulance shall transfer to the Provider under any circumstances. The Provider acknowledges that its possession constitutes a bailment for mutual benefit and that the County may inspect, recall, or recover the Ambulance at any time consistent with the terms of this Agreement.

Conditions of Participation

Participation in the [county ambulance program] is expressly conditioned upon the Participant's ongoing compliance with:

(a) the terms of this Agreement;

(b) all applicable Tennessee EMS licensure and operational requirements;

(c) all applicable federal, state, and local laws; and

(d) any written instructions or requirements issued by the County regarding the Ambulance

Maintenance and Condition

The Provider shall, at its own expense unless otherwise agreed in writing:

- Maintain the Ambulance in good working order, in a condition consistent with its intended use, and in compliance with all applicable Tennessee EMS vehicle standards;
- Perform or cause to be performed all routine and preventive maintenance in accordance with the manufacturer's recommended maintenance schedule;
- Maintain a written maintenance log documenting all service, repairs, inspections, and any incidents of damage, and make such log available to the County upon request;
- Promptly notify the County in writing of any material damage, mechanical failure, accident, or condition that renders the Ambulance inoperable or unsafe; and
- Not make any modifications, alterations, or additions to the Ambulance without prior written approval of the County.

The County reserves the right to inspect the Ambulance and review maintenance records at any time during the term of this Agreement. The State may also verify that the Ambulance is being maintained in accordance with program requirements during monitoring activities.

Insurance

The Provider shall, at its own expense, obtain and maintain throughout the term of this Agreement the following insurance coverage with respect to the Ambulance:

- **Commercial automobile liability insurance**, including coverage for owned, hired, and non-owned vehicles, with minimum limits consistent with Tennessee statutory requirements or as otherwise specified by the County;
- **Comprehensive and collision coverage** insuring the Ambulance at its full replacement cost or fair market value, as determined at the time of placement;
- **Workers' compensation insurance** as required by Tennessee law for all personnel operating the Ambulance.

All policies shall:

- Name the County as an additional insured and loss payee with respect to the Ambulance;
- Require the insurer to provide the County with not less than thirty (30) days' prior written notice of cancellation, non-renewal, or material change in coverage; and
- Be evidenced by a certificate of insurance delivered to the County prior to the Provider taking possession of the Ambulance and annually thereafter.

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The Provider shall promptly notify the County of any insurance claim involving the Ambulance. In the event of a total loss, insurance proceeds shall be payable to the County as owner of the Ambulance.

Reporting and Records

The Provider shall:

- Submit to the County [quarterly / semi-annually] reports on the operational status, location, condition, and use of the Ambulance, in a format specified by the County;
- Maintain and make available upon request all records related to the Ambulance, including the maintenance log, insurance certificates, and any incident reports;
- Retain all records for three (3) years [EB24.1] from the date of submission of the final expenditure report, whichever is longer.

County Right of Access and Inspection

The County, and any authorized representative of the State, shall have the right to inspect the Ambulance and review any records related to its use, maintenance, and operation at any reasonable time and upon reasonable notice. The Provider shall cooperate fully with any such inspection, monitoring visit, desk review, or audit.

Term

This Agreement shall be effective as of the Effective Date and shall remain in effect through [date / end of the program funding period / September 30, 2031], unless earlier terminated in accordance with this Agreement. The parties may extend this Agreement by written amendment

Termination

Upon termination or expiration, the Provider shall return the Ambulance in accordance with the Return of the Ambulance clause of this Agreement. The County may terminate this Agreement immediately upon written notice if the Provider: (a) loses its EMS license or is suspended or debarred from federal programs; (b) fails to maintain required insurance coverage; (c) uses the Ambulance for unauthorized purposes; or (d) fails to maintain the Ambulance in good working order.

Return of the Ambulance

Upon expiration or termination of this Agreement for any reason, or upon written demand by the County, the Provider shall return the Ambulance to the County within fourteen (14) calendar days (or such other period as specified in writing by the County) in the following condition:

- Good working order, reasonable wear and tear excepted;
- With all original and replacement equipment, accessories, and keys;
- Free of any liens, encumbrances, or third-party claims; and

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- With a current maintenance log and documentation of the Ambulance's condition at the time of return.

If the Provider fails to return the Ambulance within the specified period, the County may take immediate possession of the Ambulance without further notice. The Provider shall cooperate with and facilitate the County's recovery of the Ambulance.

Upon return, the County shall inspect the Ambulance. The Provider shall be responsible for the cost of repairing any damage beyond reasonable wear and tear.

Indemnification

The Provider shall indemnify, defend, and hold harmless the County, the State, and their respective officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Provider's possession, use, operation, maintenance, or return of the Ambulance, except to the extent caused by the County's sole negligence or willful misconduct.

No Waiver

Failure by the County to enforce any provision of this Agreement shall not be construed as a waiver of the County's right to enforce such provision at a later time. All rights and remedies available to the County under applicable law are expressly reserved.

Certification

The Provider certifies that: (a) it has the legal authority to enter into this Agreement; (b) it is currently licensed to operate EMS services in the County; (c) it is not suspended, debarred, or excluded from participation in federal programs; (d) it will operate the Ambulance solely in accordance with this Agreement; and (e) it acknowledges that the County retains ownership of the Ambulance at all times.

Signatures

	COUNTY	PROVIDER
Signature		
Printed Name		
Title		
Date		

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	RHTCMS332057
Federal award date	12/29/2025
Subaward Period of Performance Start and End Date	12/29/2025 – 09/30/2027
Subaward Budget Period Start and End Date	12/29/2025 – 09/30/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.798
Grant contract's begin date	06/01/2026
Grant contract's end date	10/30/2027
Amount of federal funds obligated by this grant contract	$27,186,029.00
Total amount of federal funds obligated to the subrecipient	$305,461.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$206,888,882.11
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	The Rural Health Transformation (RHT) Program helps State governments to support rural communities across America in improving healthcare access, quality, and outcomes by transforming the healthcare delivery ecosystem.
Name of federal awarding agency	Centers for Medicare and Medicaid Services
Name and contact information for the federal awarding official	Jennifer Herndon, Grants Management Specialist Jennifer.herndon1@cms.hh.gov 410.786.8598
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	James (JW) Randolph, Deputy Commissioner of Health Strategy and Regulation Jw.randolph@tn.gov 615.741.1739
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	Indirect costs are not an allowable budget category under this Agreement and will not be reimbursed.

ATTACHMENT 3

GRANT BUDGET

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning June 1, 2026, and ending September 30, 2027.

	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries [2]	0.00	0.00	0.00
	Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award [2]	0.00	0.00	0.00
	Supplies	0.00	0.00	0.00
	Telephone	0.00	0.00	0.00
	Postage & Shipping	0.00	0.00	0.00
	Occupancy	0.00	0.00	0.00
	Equipment Rental & Maintenance	0.00	0.00	0.00
	Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings [2]	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 [2]	0.00	0.00	0.00
	Depreciation [2]	0.00	0.00	0.00
	Other Non-Personnel [2]	0.00	0.00	0.00
	Capital Purchase [2]	$305,461.00	0.00	$305,461.00
	Indirect Cost (% and method)	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	$305,461.00	**0.00**	$305,461.00

[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 3

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
One Ambulance and One Lift	$305,461.00
ROUNDED TOTAL	$305,461.00

Department of Health

Invoice Reimbursement Form

Section 1: Contract Information (to be completed by TDH Accounts)

PO # _____ PO Line # _____ Receipt # _____ Agency Invoice # _____

Edison Contract # _____ Edison Vendor # _____ Edison Address Line # _____ AP Attachment (check if yes) ☐

Section 2: Invoice Information (to be completed by Contractor/Grantee)

Contract Invoice # _____ Invoice Date _____ Service Start Date _____ Service End Date _____

Contract Start Date _____ Contract End Date _____

Contact Person Name _____ Phone # _____

Remit Payment to:

Business Name _____

Street Address _____ City _____ State _____ ZIP _____

Budget Line Items	(A) Total Contract Budget	(B) Amount Billed YTD	(C) Monthly Expenditures Due
Salaries			
Benefits			
Professional Fee/Grant/Award			
Supplies			
Telephone			
Postage and Shipping			
Occupancy			
Equipment Rental and Maintenance			
Printing and Publications			
Travel/Conferences and Meetings			
Interest			
Insurance			
Specific Assistance to Individuals			
Depreciation			
Other Non-Personnel			
Capital Purchase			
Indirect Costs			
TOTAL	$ 0.00	$ 0.00	$ 0.00

Section 3: Payment Information (to be completed by TDH Program)

Service Type (Select One): ☐ Medical Services ☐ Non-Medical Services

Speedchart	User Code	Project ID	Amount ($)

Section 4: Authorized Signatures

Contractor/Grantee Authorization

Name: _____

Date: _____

Signature: _____

TDH Program Authorization

Name: _____

Date: _____

Signature: _____

TDH Accounts Authorization

Name: _____

Date: _____

Signature: _____

REPORTING TEMPLATE

Introduction

Reporting Template has three parts:
•Schedule A,
•Schedule B, and
•Schedule C which are Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report.
Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report including Schedule A-1 and Schedule B-1 must be submitted in the same format/the same column heading each quarter. The final Report (definition can be found in grant contract agreement) must be approved by the contracting state agency.

Schedule Headings

At the top of each schedule, the name of the reporting contractor/grantee and the period covered by the report need to be entered. The period of the report should always be the most recent quarter ended and report programs in the same sequence as the previous quarter.

Column Headings

For each program for Schedule A and B, Contracting State Agency, Program Name, Assistance Listing Number/Program Number, Edison Contract Number, and Grant/Contract Term should be entered. These can be found in the grant contract agreement.
•The Contracting State Agency is for the state agency who awards the grant and initiates the contract agreement.
•The Program Name is the title to describe the program or the title that corresponds to the Federal Assistance Listing number.
•The Assistance Listing Number/Program Name is a number assigned to identify the Federal Assistance Listings under which the subaward was made by the contracting State agency.
•The Edison contract number is the number assigned by the contracting state agency and should include the amendment number, if any. This can be found in the grant contract agreement.
•The grant/contract term is the beginning and ending dates of the grant/contract. This can be found in the grant contract agreement.

Program Columns

Program expense columns (Quarter-To-Date and Year-To-Date) are for reporting direct program expenses. Direct program expenses that benefit more than one program (i.e., allocable-direct costs) may be allocated to the benefitted programs within the expense categories. The cognizant state agency should approve the method used for cost allocations and the contacting state agency should abide by the cost allocation approved by the cognizant state agency.
The Quarter-To-Date column can be used to capture all expenses for the specific quarter. For example, the expenses for the 2nd quarter (from 10/1/22 to 12/31/2022) can be entered in this column.
All accumulated expenses for each program can be entered in Year-To-Date column. For example, if a grantee/organization has entered the expenses for the 2nd quarter in Quarter-To-Date column, all accumulated expenses for the 1st quarter and the 2nd quarter should be entered in Year-To-Date column.

Do not send a worksheet that is linked to another file

E-mail completed files to: policy2013_007.amo.health@tn.gov

or Mailing Address:

Rushdi Eskarous
Tennessee Department of Health
Fiscal Services
6th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

Telephone: 615-741-2974

QUESTIONS:

Angela Sumner: angela.sumner@tn.gov
Rushdi Eskarous: rushdi.eskarous@tn.gov

PROGRAM EXPENSE REPORT (PER) SCHEDULE A

Purpose/Scope

The Program Expense Report (PER Schedule A) contains expenses by the detailed line items and then summarizes by subtotals or total. This schedule can be used for any grants received from a state agency or multiple state agencies.

These expenses include direct and allocated direct program expenses in each line item. Per 2 CFR Part 200.413, direct costs are those costs that can be identified specifically with a particular final cost objective, such as a grant, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Per 2 CFR Part 200.405, allocable direct costs are those that benefit more than one program, but do not fall under the criteria of indirect costs.

Except for depreciation, every expense reported in Lines 1 through 21 must represent an actual cash disbursement or accrual (as defined in the Basis for Reporting Expenses/Expenditures section on page 1 of this instructions). If more than two programs (e.g., four programs), complete multiple Schedule As to report all four program expenses.

Instruction for Expenses by Object Line-Items

Line 1 Salaries and Wages

Enter the amount of compensation, fees, salaries, bonuses, severance payments, and wages paid to program directors, program managers/staffs, and employees.

References:
2 CFR Part 200.430
Form 990 Part IX line 5, 7

Line 2 Employee Benefits & Payroll Taxes

Enter (a) the grantee's/organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the grantee's/organization's portion of payroll taxes such as social security, Medicare taxes, and unemployment and workers' compensation insurance.

References:
2 CFR Part 200.431
Form 990 Part IX lines 8, 9, 10

Line 3 Total Personnel Expenses

Add lines 1 Salaries and Wages and 2 Employee Benefits & Payroll Taxes.

Line 4 Professional Fees

Enter the costs/fees of professionals, consultants, and personal-service contractors who are not officers or employees of the grantee/organization. These include legal, accounting, and auditing fees.

References:

2 CFR Part 200.459
Form 990 Part IX line 11

Line 5 Supplies

Enter the grantee's/organization's expenses for office supplies, housekeeping supplies, and other supplies.

References:
2 CFR Part 200.453
Form 990 Part IX line 13

Line 6 Telecommunication

Enter the grantee's/organization's expenses for telephone, cellular phones, beepers, telegram, FAX, telephone equipment maintenance, internet, cloud servers, and other related expenses.

References:
2 CFR Part 200.471
Form 990 Part IX line 13

Line 7 Postage and Shipping

Enter the grantee's/organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

References:
2 CFR Part 200.474
Form 990 Part IX line 13

Line 8 Occupancy

Enter the grantee's/organization's expenses for use of office space and other facilities including rent, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

References:
2 CFR Part 200.465
Form 990 Part IX line 16

Line 9 Equipment Rental and Maintenance

Enter the grantee's/organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telecommunications, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

References:
2 CFR Part 200.452
Form 990 Part IX line 13

Line 10 Printing and Publications

Enter the grantee's/organization's expenses for producing printed materials, purchasing books and publications, buying subscriptions to publications, publication costs for electronic and print media, and page charges for professional journal publications.

References:
2 CFR Part 200.461
Form 990 Part IX line 13

Line 11 Travel

Enter the grantee's/organization's expenses for airfare, transportation, meals and lodging, subsistence, and related items incurred by employees on official business of the organization. These costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, consistent with those normally allowed in like circumstances in the organization's non-federal/state-funded activities and in accordance with organization's written travel reimbursement policies. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

If an organization does not have the written travel reimbursement policies, they may use the State Travel policy which is:

F&A Policy 08 Comprehensive State Travel Regulations.

References:
2 CFR Part 200.475
Form 990 Part IX line 17

Line 12 Conference and Meetings

Enter the grantee's/organization's expenses for conducting or attending meetings, conferences, seminars, retreats, and conventions including registration fees. When host of conference, include rental of facilities, speakers' fees and expenses, costs of meals and refreshment (food and beverages), and printed materials for the conference.

References:
2 CFR Part 200.432
Form 990 Part IX line 19

Line 13 Interest

Enter the interest expense for the business related loans and interest costs that are related to capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

References:
2 CFR Part 200.449
Form 990 Part IX line 20

Line 14 Insurance

Enter the grantee's/organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include shipping vehicle, property, and organization vehicles for travel if reported on lines 7, 8, or 11 respectively.

References:
2 CFR Part 200.447
Form 990 Part IX line 23

Line 15 Grants and Awards

Enter the grantee's/organization's awards, grants, subsidies, and other pass-through expenditures to other organizations. Include allocations to affiliated organizations. Include in- kind grants to other organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients. These expenses will not include when calculating Administrative Expense in line 22.

References:
2 CFR Part 200.1
Form 990 Part IX line 1

Line 16 Specific Assistance to Individuals

Enter the grantee's/organization's direct payment for expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, scholarships, fellowships, stipends, research grants, wage supplements, and similar payments.

References:
2 CFR Part 200.456
Form 990 Part IX line 2

Line 17 Depreciation

Enter the expenses the grantee's/organization's records for depreciation (the method for allocating the cost of fixed assets to periods benefitting from asset use) of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

References:
2 CFR Part 200.436
Form 990 Part IX line 22

Line 18 Other Nonpersonnel Expenses

Enter the grantee's/organization's allowable expenses for Advertising, Information Technology, Bad Debts, Contingency Provisions, Fines and Penalties, Independent Research and Development, Organization Costs, Rearrangement and Alteration, Recruiting, and Taxes. Include the Organization's and Employees' Membership Dues in Associations and Professional Societies. Include other fees for the Organization's Licenses, Permits, and Registrations, etc.

NOTE: Expenses reportable on lines 1 through 17 should not be reported as an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements in the grant contract agreement.

a) Advertising:

Enter expenses paid for advertising. Include amounts for print and electronic media advertising. Also include internet site link costs, signage costs, and advertising costs for the organization's in-house fundraising campaigns.

References:
2 CFR Part 200.421
Form 990 Part IX line 12

b) Information Technology:

Enter expenses for information technology, including hardware, software, and support services such as maintenance, help desk, and other technical support services. Also include expenses for infrastructure support, such as website design and operations, virus protection and other information security programs and services to keep the organization's website operational and secured against unauthorized and unwarranted intrusions, and other information technology contractor services.

References:
2 CFR Part 200.1
Form 990 Part IX line 14

c) Bad Debts:

Enter expense amounts for losses (whether actual or estimated) arising from uncollectable accounts and other claims, related collection costs, and related legal costs.

References:
2 CFR Part 200.426
Form 990 Part IX line 24

d) Contingency Provisions:

Enter expense amounts for contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.

References:
2 CFR Part 200.433
Form 990 Part IX line 24

e) Fines and Penalties:

Enter costs of fines and penalties resulting from violations of, or failure of the organization to comply with Federal, State, and local laws and regulations except when incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency.

References:
2 CFR Part 200.441
Form 990 Part IX line 24

f) Independent Research and Development:

Enter the expenses of all research activities, including the training of individuals in research techniques.

References:
2 CFR Part 200.1
Form 990 Part IX line 24

g) Organization Costs:

Enter expenses such as incorporation fees, brokers' fees, fees to promoters, and organizers.

References:
2 CFR Part 200.455
Form 990 Part IX line 24

h) Rearrangement and Alteration:

Enter expenses incurred for ordinary or normal rearrangement and alteration of facilities. Include the expenses incurred in the restoration or rehabilitation of the organization's facilities.

References:
2 CFR Part 200.462
Form 990 Part IX line 24

i) Recruiting:

Enter expenses for recruiting staff and maintaining workload requirements, costs of "help wanted" advertising, operating costs of an employment office necessary to secure and maintain an adequate staff, costs of operating an aptitude and educational testing program and relocation costs incurred incident to recruitment of new employees.

References:
2 CFR Part 200.463
Form 990 Part IX line 24

j) Taxes:

Enter expenses for payment of taxes to the local government or state.

References:
2 CFR Part 200.470
Form 990 Part IX line 24

k) Organization's and Employee's Membership Dues in Associations and Professional Societies:

Enter expenses of the organization's membership or subscriptions in business, technical, and professional organizations.

References:
2 CFR Part 200.454
Form 990 Part IX line 24

Line 19 Total Nonpersonnel Expenses

Add lines 4 Professional Fees through 18 Other Non-personnel Expenses.

Line 20 Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets.

References:
2 CFR Part 200.439
Form 990 Par X line 10a or Schedule D Part VI

Line 21 Total Direct Program Expenses

Add Line 3 Total Personnel Expenses, and Line 19 Total Non-personnel Expenses, and Line 20 Reimbursable Capital Purchases. These expenses are the summary of the direct and allocated direct program expenses that entered in Line 1 Salaries and Wages through Line 20 Reimbursable Capital Purchases.

Reference:

2 CFR Part 200.405 2 CFR Part 200.413

Form 990 Part IX, column B

Line 22 Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency. Pass-through funds (Line 15 Grants and Awards) are not included when computing administrative expenses.

References:
2 CFR Part 200.414
Form 990 Part IX, Column C

Line 23 Total Direct Program and Administrative Expenses

Line 23 is the total of Line 21 Total Direct Program Expenses and Line 22 Administrative Expenses. Total Direct Program and Administrative Expenses (Line 23) Year To Date (if quarter end 3/31/2023) should agree with Total of YTD (Year To Date) Actual Expenditures Through 3/31/2023 (Column E) of the Invoice for Reimbursement.

Line 24 In-Kind Expenses

In-kind Expenses is for reporting the value of contributed resources (non-cash) applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.

References:
2 CFR Part 200.434
Form 990 Part XI line 6

Line 25 Total Program Expenses

The sum of Line 23 Total Direct Program and Administrative Expenses and Line 24 In-kind Expenses goes on this line.

PROGRAM EXPENSE REPORT (PER) SCHEDULE A-Q1-Q4

Purpose/Scope

This template tracks expenses for all the quarters and summarizes in the Year-To-Date column. The Year-To-Date column can be linked to Year-To-Date column of the Schedule A.

Additionally, this schedule provides the Grant Budget Amount (from grant contract agreement) column and the Over/(Under) Budget Amount column which compares cumulative Year-To-Date expenses to Grant Budget Amount.

Instruction for Expenses by Object Line-Items

The instructions for expense line items are the same as Schedule A.

PROGRAM REVENUE REPORT AND RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES SCHEDULE B

Purpose/Scope

Program Revenue Report (PRR) and Reconciliation Between Total and Reimbursable Expenses, Schedule B, are intended to capture all revenue by the detailed source and reconcile total program expenses and reimbursable expenses. Each revenue column should match up with the Edison Contract Number and the Program Name from Schedule A and align with its corresponding expense column from the Schedule A. The Reconciliation of Total Program Expenses And Reimbursable Expenses, at the bottom of Schedule B, should be completed to show how Total Program Expenses (Line 51 of Schedule B or Line 25 of Schedule A) reconciles to the amount to be reimbursed.

If multiple programs exist, additional copies of the Schedule B can be used to enter all Program Revenue and Reconciliation Between Total and Reimbursable Expenses.

Additional supplemental schedules showing the Sources of Revenue in the aggregations may be attached, if needed. The contracting state agency may provide more guidance in the grant contract agreement.

Instruction for Sources of Revenue

• Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the Federal program funds.

Reference:
Form 990 Part VIII 1e

Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the state program funds.

Reference:
Form 990 Part VIII 1e

Line 33 Total Reimbursable Program Funds

Add Line 31 Reimbursable Federal Program Funds and Line 32 Reimbursable State Program Funds.

• Matching Revenue Funds

Note: matching requirements can be found in the grants contact agreement for the grants received from the contracting state agency.

Line 34 Other Federal Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other Federal fund sources.

Reference:
Form 990 Part VIII 1e

Line 35 Other State Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other State fund source.

Reference:
Form 990 Part VIII 1e

Line 36 Other Government Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other government fund source.

Reference:
Form 990 Part VIII 1e

Line 37 Cash Contributions (Nongovernment)

Enter the matching portion (the grantee portion) of the cash contributions that were received from corporations, foundations, trusts, and individuals, United Ways, other not-for-profit organizations, and affiliated organizations. This is only applicable when the grantee has received contributions from above donors for this program and this is included as expense line-items of the Schedule A.

References:
Form 990 Part VIII 1f

Line 38 In-Kind Contributions (Equals Schedule A. Line 24)

Enter the matching portion (the grantee portion) of the direct and administrative in-kind contributions.

Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward program purposes.

References:
Form 990 Part VIII line 1f and Part XI line 6

Line 39 Program Income

Enter the matching portion (the grantee portion) of program income. For example, income from fees for services performed.

Reference:
Form 990 Part VIII line 2a to 2f

Line 40 Other Matching Revenue

Enter the matching portion of other revenues that are not included in lines 34 through 39.
References:
Form 990 Part VIII 3 through 11e

Line 41 Total Matching Revenue Funds

Add lines 34 through 40.

Line 42 Other Program Funds

Enter any other program revenues that are funded by the contracting state agency but are not reported as matching revenue funds on Line 41 Total Matching Revenue Funds. Example of this can be in-kind expenses (Line 24 of Schedule A), if any.

References:
Form 990 Part VIII 1a through 11e

Line 43 Total Revenue

Add lines 33, 41, and 42.
References:
Form 990 Part VIII 12

Instruction for Reconciliation Between Total and Reimbursable Expenses

Line 51 Total Program Expenses

This line is brought forward from Line 25 Total Program Expenses on Schedule A.

Line 52 Other Unallowable Expenses

Enter amount for Other Unallowable Expenses here. Some program expenses may not be reimbursable under certain grants. Example of this can be the in-kind expenses which is non-cash item. This will vary according to the contracting state agency and the type of grant or contract. Consult with the contracting state agency that funds the program for additional guidelines.

Line 53 Excess Administration

This line may be used to deduct allocated Administration and General expenses (indirect costs) in excess of the allowable percentage specified in the grant contract agreement or the indirect cost rate that is approved by the cognizant State agency. This line may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Consult with the contracting state agency that funds the program for additional guidelines.

Line 54 Matching Expenses

Total program expenses should be deducted from matching (cost sharing) expenses required by the program compliance. This portion can be a specified as an amount or percentage to match the federal award. Program income (e.g., user fees or rental of real property) can be deducted from matching portion.

Line 55 Reimbursable Expense (Line 51 Less Lines 52, 53, And 54)

This should equal the amount the contracting state agency has already paid for the quarter's operations of the program. The cumulative Year-To-Date column is what the grantor has actually paid to date if the organization has submitted the invoice and reimbursed monthly.

Line 56 Total Reimbursement To Date

The Quarter-to-Date column is the total amounts received for this quarter from filing of Invoices for Reimbursement (usually monthly). The cumulative Year-to-Date column amount is the total amount received for the grant program.

Line 57 Difference (Line 55 minus Line 56)

This is the portion of Reimbursable Expenses that are not paid yet. If a grantee submits a monthly invoice for reimbursement and reimbursement has been received, this will be zero.

Line 58 Advances

Any advance payments from the contracting state agency should appear on this line. Most of time, the contracting state agency will not pay the expenses in advance.

Line 59 This Reimbursement (Line 57 minus 58)

The remainder should be the amount due under the grant contract. Request for reimbursement is made through the invoicing process and not through filing of the quarterly or annual report. Any amounts showing here needed to be included in the invoice for reimbursement.

NONGRANT EXPENSE REPORT (NER)
NONGRANT REVENUE REPORT (NRR) AND
RECONCILIATION BETWEEN TOTAL NONGRANT AND REIMBURSABLE EXPENSES
SCHEDULE A-1, SCHEDULE A-1-Q1-Q4, and SCHEDULE B-1

Purpose/Scope

These schedules may be used for the nongrants/unallowable expenses that are not reimbursed/will not be reimbursed by the contracting state agencies.

These schedules should be completed to reconcile expenses per the Total Expense Summary Report (Schedule C) to the trial balance/general ledger when the nongrants/unallowable expenses exist in the grantee's books.

Instruction for Schedules A-1, A-1-Q1-Q4, and B-1

The instruction for these schedules A-1, A-1-Q1-Q4, and B-1 are the same as the instructions for Schedule A and B except these expenses will not be reimbursed by the contracting state agency.

Heading sections may be entered as N/A if this heading is not applicable for Nongrant/Unallowable Expense or Revenue.

TOTAL EXPENSE SUMMARY REPORT
Schedule C

Purpose/Scope

The Total Expense Summary Report is intended to recap all the direct program expenses in one column, separately identify nongrant/unallowable expenses, and total administrative expenses in other columns, as well as a grand total of all the expenses of the grantee. The amounts in Grand Total Year-to-Date column should tie to the general ledger/trial balance of the grantee/organization.

Schedule C should be only one schedule regardless if there are multiple Schedule As and Bs. The grantee will complete all the schedules at one time and will submit the same schedule to the multiple contracting state agencies if the grantee has received awards from the multiple state agencies.

Instruction for Expenses by Object Line-Items

The object line-items are the same as Schedule A. See each line-item instruction in Schedule A.

Instruction for Columns

Total Direct Program Expenses Column

This column is the summary of all the individual programs' cumulative year to date expenses as identified separately under the respective program names in Schedule A.

Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

I. The cumulative year-to-date expenses for all other programs that are not funded by the contracting state agency/agencies.

II. The cumulative year-to-date expenses for fund-raising activities, if any.

III. Other cumulative year-to-date expenses that are not allowable for reimbursement according to the terms of the grants or the Federal guidance.

Total Administrative Expenses Column

The administrative expenses column is for categorizing the cumulative year-to-date administrative expenses into the Expense by Object. Total Direct Program Expenses (line 21) of this column is the sum of all the line 21s. Line 22 of this column will make line 21 amount to be a credit amount so that Total Direct and Administrative Expenses is showing zero since these expenses are already claimed in columns Total Direct Program Expenses Year-To-Date and Total Nongrant/Unallowable Expenses Year-To-Date.

Grand Total Column

The Grand Total column contains all the cumulative year-to-date expenses for the entire reporting organization. The Grant Total Year-to-Date expenses must be traceable to the reporting organization's general ledger or trial balance.

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:		
Program Name:	A	B
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages		0.00		0.00
2	Employee Benefits & Payroll Taxes		0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00
4	Professional Fees		0.00		0.00
5	Supplies		0.00		0.00
6	Telecommunication		0.00		0.00
7	Postage and Shipping		0.00		0.00
8	Occupancy		0.00		0.00
9	Equipment Rental and Maintenance		0.00		0.00
10	Printing and Publications		0.00		0.00
11	Travel		0.00		0.00
12	Conferences and Meetings		0.00		0.00
13	Interest		0.00		0.00
14	Insurance		0.00		0.00
15	Grants and Awards		0.00		0.00
16	Specific Assistance to Individuals		0.00		0.00
17	Depreciation		0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)				
	a		0.00		0.00
	b		0.00		0.00
	c		0.00		0.00
	d		0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	**Total Direct Program Expenses**	0.00	0.00	0.00	0.00
22	Administrative Expenses		0.00		0.00
23	**Total Direct and Administrative Expenses**	0.00	0.00	0.00	0.00
24	In-Kind Expenses		0.00		0.00
25	**Total Program Expenses**	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A-Q1-Q4

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:

Program Name: A

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
1	Salaries and Wages					0.00		0.00
2	Employee Benefits & Payroll Taxes					0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
6	Telecommunication					0.00		0.00
7	Postage and Shipping					0.00		0.00
8	Occupancy					0.00		0.00
9	Equipment Rental and Maintenance					0.00		0.00
10	Printing and Publications					0.00		0.00
11	Travel					0.00		0.00
12	Conferences and Meetings					0.00		0.00
13	Interest					0.00		0.00
14	Insurance					0.00		0.00
15	Grants and Awards					0.00		0.00
16	Specific Assistance to Individuals					0.00		0.00
17	Depreciation					0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)							0
	a					0.00		0.00
	b					0.00		0.00
	c					0.00		0.00
	d					0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases					0.00		0.00
21	**Total Direct Program Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Administrative Expenses					0.00		0.00
23	**Total Direct and Administrative Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	In-Kind Expenses					0.00		0.00
25	**Total Program Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

	A	B
Contracting State Agency:		
Program Name:		
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Expense By Object	A: Quarter To Date	A: Year To Date	B: Quarter To Date	B: Year To Date
1	Salaries and Wages		0.00		0.00
2	Employee Benefits & Payroll Taxes		0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00
4	Professional Fees		0.00		0.00
5	Supplies		0.00		0.00
6	Telecommunication		0.00		0.00
7	Postage and Shipping		0.00		0.00
8	Occupancy		0.00		0.00
9	Equipment Rental and Maintenance		0.00		0.00
10	Printing and Publications		0.00		0.00
11	Travel		0.00		0.00
12	Conferences and Meetings		0.00		0.00
13	Interest		0.00		0.00
14	Insurance		0.00		0.00
15	Grants and Awards		0.00		0.00
16	Specific Assistance to Individuals		0.00		0.00
17	Depreciation		0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)				
	a		0.00		0.00
	b		0.00		0.00
	c		0.00		0.00
	d		0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	**Total Direct Nongrant Expenses**	0.00	0.00	0.00	0.00
22	Administrative Expenses		0.00		0.00
23	**Total Direct Nongrant and Administrative Expenses**	0.00	0.00	0.00	0.00
24	In-Kind Expenses		0.00		0.00
25	**Total Nongrant Expenses**	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1-Q1-Q4

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:

Program Name: A

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
1	Salaries and Wages					0.00		0.00
2	Employee Benefits & Payroll Taxes					0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
6	Telecommunication					0.00		0.00
7	Postage and Shipping					0.00		0.00
8	Occupancy					0.00		0.00
9	Equipment Rental and Maintenance					0.00		0.00
10	Printing and Publications					0.00		0.00
11	Travel					0.00		0.00
12	Conferences and Meetings					0.00		0.00
13	Interest					0.00		0.00
14	Insurance					0.00		0.00
15	Grants and Awards					0.00		0.00
16	Specific Assistance to Individuals					0.00		0.00
17	Depreciation					0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)							0.00
	a					0.00		0.00
	b					0.00		0.00
	c					0.00		0.00
	d					0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases					0.00		0.00
21	**Total Direct Nongrant Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Administrative Expenses					0.00		0.00
23	**Total Direct Nongrant and Administrative Exp**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	In-Kind Expenses					0.00		0.00
25	**Total Nongrant Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
PROGRAM REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES

Schedule B

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

	A	B
Contracting State Agency:		
Program Name:		
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Sources Of Revenue	A Quarter To Date	A Year To Date	B Quarter To Date	B Year To Date
	Reimbursable Program Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	**Total Reimbursable Program Funds (equals line 55)**	0.00	0.00	0.00	0.00
	Matching Revenue Funds:				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	**Total Matching Revenue Funds (lines 34 - 40)**	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	**Total Revenue (lines 33, 41, & 42)**	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Program Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES

Schedule B-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:		
Program Name:	A	B
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Nongrant Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	**Total Reimbursable Nongrant Funds (equals line 55)**	0.00	0.00	0.00	0.00
	Matching Revenue Funds:				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	**Total Matching Revenue Funds (lines 34 - 40)**	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	**Total Revenue (lines 33, 41, & 42)**	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Nongrant Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
TOTAL EXPENSE SUMMARY REPORT

Schedule C

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Line Item #	Expense By Object	Total Direct Program Expenses Year To Date	Total Nongrant/Unallowable Expenses Year To Date	Total Administrative Expenses Year To Date	Grand Total Year To Date
1	Salaries and Wages	0.00			0.00
2	Employee Benefits & Payroll Taxes	0.00			0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00
4	Professional Fees	0.00			0.00
5	Supplies	0.00			0.00
6	Telecommunication	0.00			0.00
7	Postage and Shipping	0.00			0.00
8	Occupancy	0.00			0.00
9	Equipment Rental and Maintenance	0.00			0.00
10	Printing and Publications	0.00			0.00
11	Travel	0.00			0.00
12	Conferences and Meetings	0.00			0.00
13	Interest	0.00			0.00
14	Insurance	0.00			0.00
15	Grants and Awards	0.00			0.00
16	Specific Assistance to Individuals	0.00			0.00
17	Depreciation	0.00			0.00
18	Other Non-personnel Expenses: (list details in a-d)				
	a	0.00			0.00
	b	0.00			0.00
	c	0.00			0.00
	d	0.00			0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases	0.00			0.00
21	**Total Direct Program Expenses**	0.00	0.00	0.00	0.00
22	Administrative Expenses	0.00			0.00
23	**Total Direct and Administrative Expenses**	0.00	0.00	0.00	0.00
24	In-Kind Expenses	0.00			0.00
25	**Total Expenses**	0.00	0.00	0.00	0.00

Attachment 6

Annual (Final) Report*

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

Submit one copy to:

Brandon Ward, Director, Office of Emergency Medical Services, TN Department of Health;

Dr. John R. Dunn, Interim Commissioner, TN Department of Health; and

Policy2013_007.amo.health@tn.gov - TN Department of Finance and Administration

RESOLUTION NO. 26-07-63

RESOLUTION TO DECLARE OUTDATED EQUIPMENT NO LONGER USED BY RHEA COUNTY SOLID WASTE AS SURPLUS AND TO SELL, SALVAGE, OR DISPOSE OF IN AN APPROPRIATE MANNER

WHEREAS, the Rhea County Board of Commissioners has determined that there is no immediate or future need for 8 – 40 yard Rolloff containers and 2 Compactor receiver boxes used by the Rhea County Solid Waste; and

WHEREAS, the Rhea County Board of Commissioners desires to declare the 8 – 40 yard Rolloff containers and 2 Compactor receiver boxes to be surplus property; and

WHEREAS, these items have become obsolete and should there be no demand for them in the market they may be sold, salvaged or disposed of in an appropriate manner; and

NOW THEREFORE, BE IT RESOLVED By the Rhea County Board of Commissioners that:

SECTION 1. That the outdated equipment that are hereby declared surplus is 8 – 40 yard Rolloff containers and 2 Compactor receiver boxes.

SECTION 2. Emergency Management Director, Brad Harrison, shall be and is hereby directed to sell these items which have been declared surplus property or in the alternative, salvage or dispose of them in an appropriate manner.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this 21st day of July, 2026.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

LINDA SHAVER, COUNTY CLERK ★ RHEA COUNTY TENNESSEE ★ SEAL

RESOLUTION NO 26-07-64

RESOLUTION TO AMEND RESOLUTION NO.26-06-50, A RESOLUTION TO APPROVE THE PURCHASE OF A MARKET OPPORTUNITY ANALYSIS AND FINANCIAL FEASIBILITY ASSESSMENT FROM SPORTS FACILITIES COMPANIES VIA A COOPERATIVE PURCHASING AGREEMENT THROUGH THE 791 PURCHASING COOPERATIVE

WHEREAS, the Rhea County Board of Commissioners, previously approved Resolution No. 26-06-50, a Resolution to Approve the Purchase of a Market Opportunity Analysis and Financial Feasibility Assessment from Sports Facilities Companies via a Cooperative Purchasing Agreement through the 791 Purchasing Cooperative; and

WHEREAS, said Resolution No. 26-06-50 approved the purchase of a Market Opportunity Analysis and Financial Feasibility Assessment for the sum of $40,000.00; and

WHEREAS, said Resolution No. 26-06050 did not include the total cost of both the Market Opportunity Analysis in the amount of $20,000.00 and the Financial Feasibility Assessment in the amount of $30,000.00, which sum is $50,000.00 for both, and did not include reimbursable travel expenses; and

WHEREAS, the County Commission wishes to amend Resolution No. 26-06-50 to include the total cost of conducting both the Market Opportunity Analysis and the Financial Feasibility Assessment and to include the cost for reimbursable travel expenses up to $3,500.00, if necessary, for a total cost of $50,000, plus reimbursable travel expenses up to $3,500.00, with said costs to be paid one-half (1/2) by the City of Dayton and one-half (1/2) by Rhea County, Tennessee; and

WHEREAS, the State of Tennessee allows municipalities to participate in cooperative purchasing agreements for the procurement of goods, supplies, services or equipment with one or more other governmental entities outside the State of Tennessee and in accordance with the requirements of Tennessee Code Annotated Sections 12-3-512 and 12-3-1205; and

WHEREAS, the County Commission believes that the best price for the Market Opportunity Analysis and Financial Feasibility Assessment is through the cooperative purchasing agreement with Sports Facilities Companies through the 791 Purchasing Cooperative; and

NOW, THEREFORE, BE IT RESOLVED by the Rhea County Commission that:

SECTION 1. Resolution No. 26-06-50 is hereby amended to approve the purchase from Sports Facilities Companies of both the Market Opportunity Analysis in the amount of $20,000.00 and the Financial Feasibility Assessment in the amount of $30,000.00, and reimbursable travel expenses up to the amount of $3,500.00, with one-half (1/2) to be paid by the City of Dayton and one-half (1/2) to be paid by Rhea County, Tennessee, through a cooperative purchasing agreement with the 791 Purchasing Cooperative as allowed and pursuant to Tennessee Code Annotated Sections 12-3-512 and 12-3-1205 with said purchase subject to entering into a contract with Sports Facilities Companies.

SECTION 2. This Resolution shall take effect immediately upon its passage, the public welfare requiring it.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this 21st day of July, 2026.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

LINDA SHAVER, COUNTY CLERK ★ RHEA COUNTY TENNESSEE ★ SEAL

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SERVICES AGREEMENT

This Services Agreement (hereinafter sometimes referred to as "Agreement") is entered into by and between the City of Dayton, Tennessee, a municipal corporation organized and existing under the laws of the State of Tennessee (hereinafter sometimes referred to individually as the "City"), Rhea County, Tennessee, a political subdivision of the state of Tennessee (hereinafter sometimes referred to individually as the "County"), with the City and County being collectively referred to as the "Client" and Sports Facilities Advisory, LLC (hereinafter sometimes referred to as "Consultant").

WHEREAS, the County and the City jointly own that real property (hereinafter sometimes referred to as the "Abel Property") described in Deed Book 516, Pages 570-576, Register's Office, Rhea County, Tennessee, less and except that real property the City and County previously conveyed to the State of Tennessee for the construction of the new Chattanooga State campus.

WHEREAS, the Client desires to utilize and develop the remaining Abel Property for public use by the residents and citizens of the City and the County and by others from surrounding areas to benefit local businesses, hotels, and retail establishments.

WHEREAS, the Client had previously proposed to construct soccer fields at the Abel Property.

WHEREAS, to prevent misaligned programming, unrealistic revenue expectations and long-term operational strain, the Client desires to have a market opportunity analysis/market feasibility report and potentially a financial feasibility assessment/study performed to determine whether a proposed sports related project such as soccer or other recreational project at the Abel Property is practical, viable and likely to succeed.

WHEREAS, the Client wishes to have a market opportunity analysis/market feasibility report conducted to ensure that the Abel Property fills local gaps while also becoming a regional hub that draws athletes, teams, spectators and other recreational users from surrounding areas to benefit local businesses, hotels, and retail establishments.

WHEREAS, the Client potentially wishes to have a financial feasibility study to determine what the market will support, what the facility would earn and the cost to operate and maintain the facility.

WHEREAS, the Consultant is experienced and has the expertise to conduct a market opportunity analysis/market feasibility report and a financial feasibility assessment/study to determine whether a proposed sports related project or other recreational project at the Abel Property is practical, viable and likely to succeed, what the facility would earn and the cost to operate and maintain the facility.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, conditions and terms to be kept and performed, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is agreed between the parties hereto as follows:

1. Scope of Services: The Consultant shall provide the Scope of Services as set forth herein and in Exhibit A, which is attached hereto and incorporated herein by reference as if copied verbatim. The Consultant shall diligently perform the Phase I Market Opportunity Analysis and Phase II Financial Feasibility Assessment (if Client engages Consultant to perform Phase II) according to the requirements contained in Exhibit A and set forth herein. All written documents prepared by Consultant in conjunction with this Agreement shall bear the signature, stamp or initials of the Consultant's authorized Project Manager.

2.15

The Consultant will conduct a Market Opportunity Analysis to determine whether a proposed sports related project or other recreational project at the Abel Property is practical, viable and likely to succeed. The Consultant will assess the demand for a sports complex and/or recreational facility located at the Abel Property. Consultant, through its Market Opportunity Analysis, will analyze whether or not a sports complex at the Abel Property will draw athletes, teams, spectators and other recreational users from surrounding areas to benefit local businesses, hotels, and retail establishments. The Consultant in Phase I will identify the market scope, unmet needs of the Rhea County/City of Dayton and surrounding areas, and emerging trends in sports and recreation. In Phase I, the Consultant will assess demand using service area demographics, socioeconomics, participation rates, and targeted market research. The Consultant in Phase I will evaluate existing service providers and the competitive landscape and identify growth potential and opportunities. Consultant will identify the potential customer/user base. The Consultant will also identify potential risks, challenges and benchmarks. The Consultant will assess the demand for a sports complex and/or recreational facility located at the Abel Property. The Consultant through a Financial Feasibility Assessment will determine what a sports facility or other recommended recreational facility at the Abel Property would earn and the cost to operate and maintain the facility.

2. Schedule of Work and Term of Agreement: The Consultant will complete Phase I no later than 4 weeks after the date of the last party to sign below. If the Client proceeds with Phase II, then the Consultant shall complete Phase II no later than 4 weeks from the date of the written notice to proceed/confirmation by Client to Consultant. The Client and Contractor recognize that time is of the essence of this Agreement and that the Client will suffer financial loss if the work is not completed within the times specified herein.

3. Compensation: In consideration for the completion of the Scope of Services as set forth herein and as set forth in Exhibit A to this Agreement, the Client shall pay to the Consultant the sum of Twenty Thousand ($20,000.00) Dollars for Phase I and the sum of Thirty Thousand ($30,000.00) Dollars for Phase II, **if the Client engages the Consultant for Phase II**, with a total maximum price of Fifty Thousand ($50,000.00) plus Reimbursable Travel Expenses, pursuant to the terms set forth herein.

(a) Phase I Market Opportunity Analysis:

(1) Payment 1: The Client shall pay the sum of Ten Thousand ($10,000.00) Dollars upon execution by all of the parties of this Agreement. The parties understand and agree that the Consultant will not provide services nor book meetings until the initial sum of Ten Thousand ($10,000.00) Dollars is made in full. The parties further understand and agree that the City shall pay one-half (1/2) of Payment 1, and the County shall pay one-half (1/2) of Payment 1 for a total of Ten Thousand ($10,000.00) Dollars.

(2) Payment 2: The Client shall pay the sum of Ten Thousand ($10,000.00) Dollars to the Consultant upon presentation by the Consultant to the Client of the final Market Opportunity Report. The parties understand and agree that the City shall pay one-half (1/2) of Payment 2 and the County shall pay one-half (1/2) of Payment 2. The Consultant shall invoice the Client and said invoice shall be due and payable 30 days from receipt by Client of the invoice.

(b) Phase II Financial Feasibility Assessment:

The Consultant shall NOT proceed with the Phase II Financial Feasibility Assessment until the Client gives the Consultant a written notice to proceed. The parties agree that the Client has the sole discretion to determine whether or not to proceed with Phase II Financial Feasibility Assessment after the Client has received and reviewed the Market Opportunity Report.

Additionally, the Consultant shall not proceed with Phase II unless and until both the City and the County have authorized such work. If either the City or the County authorizes the Consultant to proceed with Phase II without the authorization of the other, then the party providing such authorization shall be solely responsible for all costs and expenses incurred in connection with Phase II.

(1) Payment 3: The Client shall pay the sum of Fifteen Thousand ($15,000.00) Dollars when the Client gives the Consultant written notice/confirmation to proceed with Phase II Financial Feasibility Assessment. The parties understand and agree that the Consultant will not provide services nor book meetings until Payment 3 in the amount of Fifteen Thousand ($15,000.00) Dollars is made in full. The parties further understand and agree that the City shall pay one-half (1/2) of Payment 3, and the County shall pay one-half (1/2) of Payment 3 for a total of Fifteen Thousand ($15,000.00) Dollars.

(2) Payment 4: The Client shall pay the sum of Nine Thousand ($9,000.00) Dollars, one-half (1/2) to be paid by the City and one-half (1/2) to be paid by the County, upon presentation by the Consultant to the Client of the draft pro forma. The Consultant shall invoice the Client and said invoice shall be due and payable 30 days from receipt by Client of the invoice.

(3) Payment 5: The Client shall pay the sum of Six Thousand ($6,000.00) Dollars, one-half (1/2) to be paid by the City and one-half (1/2) to be paid by the County, upon presentation by the Consultant of the final deliverable(s), including, but not limited to, the final pro forma. The Consultant shall invoice the Client and said invoice shall be due and payable 30 days from receipt by Client of the invoice. The Client shall pay the final Payment 3 after receipt of all deliverables from the Consultant.

(c) Reimbursable Travel Expenses (**If applicable**): Reimbursable Travel Expenses, **if applicable**, shall not exceed the sum of Three Thousand Five Hundred ($3,500.00) Dollars. Additionally, Reimbursable Travel Expenses will be invoiced by the Consultant upon completion of travel to the Client and Client shall pay the invoice 30 days from receipt by the Client of the invoice. Reimbursable Travel Expenses include flights, reasonable hotel accommodations, ground transportation and meals, which will be billed at $65.00 per consultant per day. Consultant shall provide to Client a copy of all receipts showing the total of the Reimbursable Travel Expenses. Reimbursable Travel Expenses shall only be applicable and incurred by the Client if the Client requests that the Consultant appear in person at meetings and presentations. If Client does not request or require that the Consultant appear in person at meetings and presentations, then the Client shall not be billed for Reimbursable Travel Expenses.

Additionally, the Consultant shall not incur Reimbursable Travel Expenses unless and until authorized by both the City and County. If either the City or County authorizes Reimbursable Travel Expenses without the approval of the other, then the party authorizing the Reimbursable Travel Expenses shall be solely responsible for paying the Consultant's Reimbursable Travel Expenses.

(d) Credit card payments are not accepted by the Consultant. If the Client pays by wire transfers, then the Client shall be responsible for all additional fees associated with electronic wire transfers. In the event that the Client fails to make any payments when due, interest will be charged on the unpaid total in the amount of 18% per annum.

4. Insurance: Consultant shall at all times during the term of the Agreement (and the terms and conditions of this Paragraph shall survive the completion of the Agreement) maintain in full force and effect the following policies:

(a) Contractual and commercial general liability insurance, including public liability and broad form property damage and including completed operations and product liability coverages, for not less

than a Combined Single Limit for Bodily Injury (including death), property damage, and personal injury liability of $1,000,000.00 per occurrence and $2,000,000.00 aggregate.

(b) Worker's Compensation insurance with benefits as statutorily required and any other statutorily required insurance.

(c) Automobile liability insurance covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than $1,000,000.00 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

(d) Employers' Liability with policy limits not less than One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) each employee, and One Million Dollars ($1,000,000.00) policy limit.

(e) Professional Liability insurance covering negligent acts, errors and omissions, in the performance of professional services with policy limits of not less than Two Million Dollars ($2,000,000.00) per claim and Four Million Dollars ($4,000,000.00) in the aggregate.

(f) Any other statutorily required insurance.

With the exception of paragraph (b) and paragraph (e) above, such policy or policies shall name the Client as additional insureds thereunder.

All of such insurance shall insure the performance by Consultant of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All of such insurance shall be primary and noncontributing with any insurance which may be carried by the Client and shall contain a provision that the Client, which shall be named as an additional insured, except with regard to the professional liability and worker's compensation policies, shall be entitled to recover under said policy for any loss, injury or damage to the Client, its agents and employees or the property of such persons, by reason of the negligence of Client, its agents, contractors and subcontractors. Such policy shall expressly provide that such policy shall not be cancelled or altered without thirty (30) days prior written notice to the Client. Except with regard to professional liability and worker's compensation policies, the Client shall be named as an additional insured by **Endorsement** on Consultant's policy as to the subject agreement.

Consultant shall provide the Client within 10 days after acceptance of contract a redacted certified copy of the policies of insurance, declaration page and all endorsements thereto, required by the Agreement, and which endorsements must provide the Client the coverage set out herein and be acceptable to the Client. Consultant shall also provide the Client with a certificate of insurance for each policy required under the Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to the Client. Additionally, Consultant shall provide certified copies of the policies of insurance required by the Agreement and all endorsements thereto when requested by the Client, but no less than annually during the term of the Agreement.

All insurance required by the Agreement and all renewals thereof shall be issued by responsible insurance companies authorized to do business in the State of Tennessee.

Also, if any insurer which has issued a policy of insurance required pursuant to the Agreement becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, Consultant shall,

in each instance, obtain a like policy issued by another insurer, which insurer and policy shall meet the requirements of the Agreement.

5. Indemnification: Consultant shall indemnify and hold harmless the Client and its officers, and employees from and against any and all liability, damages, losses, (whether in contract or in tort, including but not limited to, personal injury, accidental death or property damage, and regardless of whether the allegations are false, fraudulent or groundless), and costs (including but not limited to, reasonable attorney's fees, litigation, mediation, court costs, costs of experts, cost of depositions, and appeal expenses) to the extent are caused by the negligence, recklessness or intentional wrongful misconduct of Consultant and/or persons employed by or utilized by Consultant in its performance of the Agreement. The provisions of this Paragraph shall in their entirety survive the completion, termination or expiration of the Agreement.

6. Property of Client: All documents, reports, and research gathered or prepared by the Consultant under this Agreement, including but not limited to, spreadsheets, charts, graphs, drawings, modeling, maps, data generation, papers, diaries, photographs, and inspection reports, shall be the exclusive property of the City of Dayton and Rhea County, Tennessee and shall be delivered to the City of Dayton and Rhea County, Tennessee prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City of Dayton and Rhea County, Tennessee upon request by either without additional compensation.

7. Consultant shall comply with any and all applicable federal, state and local laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Consultant shall indemnify and hold harmless the Client, its officials, employees and agents, for any action taken or not taken contrary or in violation of any applicable law, statute, rule, regulation, ordinance, code and/or order of any governmental body, agency, authority and/or court, including but not limited to, fines, penalties, costs, claims, damages and losses.

8. Consultant shall exercise the professional standard of care in its efforts to comply with laws and regulations in effect as of the date of this Agreement. Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide the services required by the Agreement or shall cause such services to be performed by appropriately licensed professionals. Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. If Consultant or its subconsultant(s) or its consultant(s) fails to meet the standards as set forth in the Agreement, it shall promptly cure all such deficiencies.

9. Consultant warrants that it is qualified to assume the responsibilities and render the services described in the Agreement and has all the requisite corporate authority and licenses in good standing, required by law.

10. Consultant 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 the Agreement or in the employment practices of Consultant on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, state laws, statutes, rules or regulations. Consultant shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination. Further, Consultant shall agree and assure that all of its subconsultants and assigned shall comply with the terms of this Paragraph.

11. Consultant has or will secure at its own expense all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with Client. All services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

12. Confidentiality: The Agreement and any documents or material obtained by the Client may be subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act set out in Tenn. Code Ann. § 10-7-503 et seq. without regard to any provision contained in the Agreement declaring information confidential. Upon request the Client must release public documents and records as defined by Tenn. Code Ann. § 10-7-503 et seq.. including this Agreement and all records created and maintained related to the Agreement.

13. Termination:

A. Termination for Convenience: The Agreement may be terminated by any party by giving written notice to the other party, at least thirty (30) days before the effective date of termination. Said termination will not be deemed a breach of contract by the Client. Should the Client exercise this provision, the Client will compensate Consultant for all satisfactory and authorized services completed as of the termination date, provided such services can be effectively used by the Client, as set out in the Agreement. Upon such termination, the Consultant will not have any right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

B. Termination for Cause: The parties shall have the right to terminate this Agreement for cause as follows:

(a) The persistent failure to perform the work in accordance with the Agreement.

(b) The failure to perform or otherwise comply with a material term of the Agreement.

(c) The disregard of applicable laws, statutes, rules, regulations, ordinances, or court orders of any public body having jurisdiction.

(d) Consultant's failure to obtain or maintain insurance as set forth herein.

(e) Any party becomes insolvent or files, or has filed against it, an order for relief or a petition seeking reorganization or bankruptcy, or has a receiver appointed over its assets or makes an assignment for the benefit of creditors, or ceases to do business or liquidates, or admits, in writing, its inability to pay its debts as they become due or ceases to conduct business.

(f) Inappropriate behavior including but not limited to the following: harassment; bullying; disorderly conduct; use of abusive or offensive language, or fighting; and selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while providing services to the Client.

14. If Consultant subcontracts to others certain portions of the work, Consultant shall remain liable to Client under the terms and conditions of the Agreement. Additionally, Consultant shall verify that all subconsultants/subcontractors comply with the terms and conditions of the Agreement, including but not limited to, insurance requirements contained in this Agreement. Further, Consultant shall obtain the prior written approval of Client of any and all such subconsultant(s)/subcontractors. In no event shall any subcontract relieve Consultant from any obligations under the Agreement.

15. Remedies: All rights and remedies of the Client set forth in the Agreement are in addition to all other rights and remedies available to the Client at law or in equity. All rights and remedies available to the Client pursuant to the Agreement or at law or in equity are expressly declared to be cumulative. The exercise by the Client of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. No delay or failure by the Client to exercise or enforce any of the Client's rights or remedies or Consultant's obligations shall constitute a waiver of any such rights, remedies, or obligations. The Client shall not be deemed to have waived any default by Consultant unless such waiver expressly is set forth in a written instrument signed by the Client. If the Client waives in writing any default by Consultant, such waiver shall not be construed as a waiver of any covenant, condition or agreement set forth in the Agreement except as to the specific circumstances described in such written waiver.

16. Time: Time is of the essence of this Agreement.

17. Consultant understands and agrees that the Client will not enter into any contracts, subcontracts, etc. that require the Client to indemnify and hold harmless a subcontractor, subconsultant, or any other third party.

18. Notices: All notices, demands, and requests to be given hereunder by either party shall be in writing and must be sent by overnight delivery service or certified or registered mail and shall be deemed properly given if tendered at the address of the party set forth below or at such other address as either party shall designate by written notice to the other.

CITY OF DAYTON, TENNESSEE: George Ladd, City Manager, P. O. 226; Dayton, Tennessee 37321.

RHEA COUNTY, TENNESSEE: _____.

SPORTS FACILITIES COMPANIES: Jason Clement, CEO, 17755 US Hwy 19 N, Clearwater, FL 33764

19. Arbitration: Notwithstanding any other provisions in the Agreement to the contrary, arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the Agreement and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts for Rhea County, Tennessee. The parties waive their rights to a jury trial. The Agreement shall be governed by the laws of the State of Tennessee, without regard to its conflict of laws principles. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state courts for Rhea County, Tennessee.

20. Iran Divestment Act: The requirements of Tennessee Code Annotated § 12-12-101 et seq., addressing contracting with persons as defined at T.C.A. § 12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Agreement. Consultant certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to T.C.A. § 12-12-106.

21. Relationship of the Parties: The parties agree that the relationship created by the Agreement is one of an independent contractor and not a relationship as employer and employee, partners, joint ventures or agents of the other. In performing all services pursuant to the Agreement, Consultant shall be an independent contractor and shall not be considered an employee of Client for any purpose whatsoever.

22. Captions: The captions in this Agreement are for convenience only and are not construed as part of the Agreement nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions thereof.

23. Time: Time is of the essence of this Agreement. Performance of this Agreement shall be timely.

24. Strict Performance: Failure by any party to the Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of the Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of the Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

25. Non-Liability of City of Dayton and Rhea County Officials and Employees: No member, official, or employee of the Client shall be personally liable to Consultant or any other party, including a third-party beneficiary, in the event any provision of the Agreement is unenforceable: there is any default or breach by the Client; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

26. Survival: The terms, provisions, and representations contained in the Agreement, or inferable therefrom, shall survive the completion of the project or work and the payment of the remuneration provided.

27. Third Party Beneficiaries: Except as otherwise expressly set forth herein, the Agreement is exclusively for the benefit of the Client and Consultant and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other rights.

28. Assignment: Neither the Consultant nor Client shall assign this Agreement without the prior written consent of the other.

29. Entire Agreement: This Agreement contains the entire agreement of the parties hereto with respect to the subject matter addressed herein, and all prior understandings and agreements, whether written or oral, between and among the parties hereto relating to the subject matter of this Agreement are merged in this Agreement.

30. Severability: The terms and provisions herein are severable such that if any term or provision is declared or found to be invalid or unenforceable by a court of proper jurisdiction, such invalidity or unenforceability shall not affect the remaining terms and provisions of this Agreement, which shall otherwise remain in full force and effect.

31. Modifications: This Agreement sets forth all of the terms, conditions, representations, and agreements between the parties and may be amended only by a writing signed by the Consultant and Client.

32. Miscellaneous: (a) In the event that it becomes necessary for a party to employ an attorney as a result of a breach, or default, or to enforce compliance with any of the covenants or agreements herein contained or to exercise any remedies allowed hereunder, then the prevailing party shall be awarded reasonable attorney fees, costs and expenses incurred by the prevailing party.

(b) Unless the context requires otherwise, use of a specific gender imports the other gender; and use of the singular imports the plural and vice versa.

(c) This Agreement is the result of arm's length negotiations between the Client and Consultant and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

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(d) A payment by Client shall not prejudice Client's right to object to or question any payment, reimbursement, invoice, or any matter in relation thereto. A payment by Client shall not be construed as acceptance of any part of the work or service provided or as approval of any amount.

33. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the last date written below.

CITY OF DAYTON, TENNESSEE:

BY: Hurley Marsh DATE: 062426
HURLEY MARSH, Mayor

STATE OF TENNESSEE :

COUNTY OF RHEA :

Before me, Amy D Holloway, Notary Public in and for the County and State aforesaid, personally appeared HURLEY MARSH, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Mayor of the City of Dayton, Tennessee, the within named bargainor, and that he as such Mayor executed the within instrument for the purposes therein contained by signing the name of the entity by himself as such Mayor.

WITNESS my hand and seal at office in Dayton, Rhea County, Tennessee, on this the 24 day of June, 2026.

NOTARY PUBLIC

AMY D HOLLOWAY STATE OF TENNESSEE NOTARY PUBLIC RHEA COUNTY My Commission Expires 10-24-2028

MY COMMISSION EXPIRES: 102428

RHEA COUNTY, TENNESSEE:

BY: Jim Vincent DATE: 7/21/26
JIM VINCENT, County Executive

STATE OF TENNESSEE :

COUNTY OF RHEA :

Before me, Maribeth DiPrima, Notary Public in and for the County and State aforesaid, personally appeared JIM VINCENT, with whom I am personally acquainted (or proved to

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me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the County Executive of Rhea County, Tennessee, the within named bargainor, and that he as such County Executive executed the within instrument for the purposes therein contained by signing the name of the entity by himself as such County Executive.

WITNESS my hand and seal at office in Dayton, Rhea County, Tennessee, on this the 23 day of July, 2026.

Maribeth DiPrima
NOTARY PUBLIC

MARIBETH DIPRIMA
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RHEA
My Commission Expires March 24, 2030

MY COMMISSION EXPIRES: March 24, 2030

SPORTS FACILITIES ADVISORY, LLC:

BY: _____ DATE: 6/23/2026
(signature)

Jason Clement (print name)

Manager (print title)

STATE OF Florida :

COUNTY OF Pinellas :

Before me, the undersigned, personally appeared, Jason Clement (print name), with whom I am personally acquainted, and who, upon oath acknowledged himself/herself to be the Manager (print title) of **SPORTS FACILITIES ADVISORY, LLC**, the within named bargainor, and that he/she as such Manager (print title), being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of **SPORTS FACILITIES ADVISORY, LLC** by himself/herself as Manager (print title).

WITNESS my hand and official seal at office in Clearwater (city), Pinellas County, Florida (state) on this the 23rd day of June, 2026.

Tamara Swanson
NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-27-2028

NOTARY PUBLIC STATE OF FLORIDA
TAMARA SWANSON
Commission # HH 587175
Expires December 27, 2028

EXHIBIT A

SF COMPANIES | SCOPE OF SERVICES

PHASE I | MARKET OPPORTUNITY ANALYSIS

In Phase I, Consultant will work with the Client to expand on the vision, define the parameters of the project, and refine the plan that provides the Client with the most likely path forward. Upon completion of Phase I, the Client will have a detailed understanding of:

- The business model that best meets the Client's definitions of success
- The market your facility will serve, including characteristics of potential customers, participation rates for featured activities, and the competition the facility will face
- The facility program (spaces and sizes) that best meets the vision, capitalizes on opportunities, and mitigates challenges
- The cost of constructing the recommended facility
- Performance of comparable facilities based on national industry benchmarks

Step 1: Project Kick-Off Meeting

In this step, Consultant will set up an initial virtual meeting with the Client's team to cover six topics that allow the Consultant's team to begin its work. Those topics are:

- Introductions
- Project History
- Existing Data
- Potential Partners and Stakeholders
- Key Dates for the Project
- Other Questions & Answers

Step 2: Existing Data Review & Market Analysis

In this step, Consultant will review any existing data, documentation, and/or resources provided related to the project. Consultant will then conduct preliminary market research, which will encompass demographics, sports participation in the region, and an analysis of existing service providers (competition). This information will be utilized and delivered in the report outlined in Step 4.

Step 3: Remote Development Planning Session (DPS)

The DPS is a "deep-dive" planning and strategy session that will focus on defining success and refining the vision, value propositions, financial resources and core competencies, products and services, strategic alliances, and financial success metrics. During the DPS, Consultant will also share data from its preliminary market assessment, including key demographic and socioeconomic factors, participation rates, and other market insights. This will be held via a teleconference via Zoom meeting.

Step 4: Market Opportunity and Recommended Facility Report

To culminate Phase I, Consultant will prepare an executive summary-level report that outlines the Client's opportunity based on the work completed in Steps 1-3 and additional analysis based on Consultant's expertise in the industry. The report will feature five sections:

1. Business Model Overview – definitions of success and business model insights
2. Market Overview - demographics and socioeconomics, participation rates, and competition
3. Facility Overview – facility program (sizes and spaces) and cost of construction
4. Performance Expectations – high-level financial performance ranges based on market factors and national industry benchmarks
5. Conclusion and Next Steps

This is a "Go-No Go" point following Phase I. Based on the market findings, SFC's insights and recommendations, and the information revealed during Phase I, the Client has the option to move forward into Phase II or the Client can choose not to proceed beyond Phase I.

PHASE II | FINANCIAL FEASIBILITY ASSESSMENT

In Phase II, Consultant will build off of the work completed in Phase I to develop the full assessment of financial feasibility for the Client's project. Upon completion of Phase II, the Client will have a detailed understanding of:

- The full cost of development, including construction and operational start-up costs
- The detailed five-year financial performance of the facility
- The 20-year financial outlook for the facility
- The detailed five-year economic impact of the facility
- The 20-year economic impact outlook for the facility

Step 1: Kick-Off Meeting

In this step, Consultant will set up a virtual meeting to discuss any updates since the completion of Phase I and to discuss the process and timing for Phase II.

Step 2: Detailed Financial Forecast (Pro Forma)

In this step, Consultant will complete more in-depth research/analysis to produce a 5-year cash flow forecast and 20-year financial outlook. Consultant's pro forma documents are detailed, institutional-grade financial forecasts used to support decision-making and financing.

The pro forma will provide insight into the financial potential of the project and will include projections related to construction and start-up costs, revenues/expenses by product/program, EBITDA, net income, facility utilization, and more.

The pro forma will provide the Client with detailed financial projections related to and based on:

- The ideal business model
- Realistic and/or recommended debt-to-equity mix and debt service
- Right-sized program spaces and space requirements
- Construction and start-up costs based on recent, comparable projects
- Recommended parking
- Revenue by product/program
- Direct/variable costs (Cost of Goods Sold)
- Facility and operating expenses
- Management and staffing model
- Utilization Projections

Step 3: Economic Impact Analysis

In this step, Consultant will project the economic impact of the facility on an annual basis. Economic impact is defined as new off-site spending that will occur in the market as a result of tournaments and events held at the facility. This information is used to project economic activity from out-of-town visitors who would not be in the market but for the events that will be held at the facility.

The results, primarily quantified as room nights generated and direct spending, are used by elected officials and private developers alike to understand the impact that the venue will have on the lodging, dining, retail, entertainment, and transportation industries as well as on the tax base of the municipalities that benefit from new spending.

Consultant's economic impact projections are developed based on projections for tournaments and events

throughout the pro forma and reflective of several key drivers of economic impact, including:

- Number of Events
- Number of Teams
- Number of Participants
- Number of Affiliated Spectators
- Percent of Participants and Affiliated Spectators from Out of Town
- Length of Stay
- Average Daily Rate (ADR)
- Average Daily Expenditures (ADE)

Step 4: Executive Summary & Recommendations

In this step, Consultant will produce a summary report for the project. The summary report will include an overview of the market analysis and feasibility assessment (pro forma). Also included are considerations around playing surface materials, onsite amenities, parking, concessions, lighting, and more. Consultant will work with the Client on next steps for the project as well as provide recommendations on the existing facility (if any) and programming plans.

Resolution #26-07-65

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LaBELLA ASSOCIATES, D.P.C. FOR DESIGN SERVICES RELATED TO MORGANTOWN PARK IMPROVEMENTS

WHEREAS, Rhea County received a $150,000 Three-Star Grant from the State of Tennessee for improvements to Morgantown Park; and

WHEREAS, the proposed improvements include incorporation of playground elements (designed by others), an ADA accessible pedestrian trail, a basketball court, two mini-sized soccer fields (U8 max), and two ADA compliant parking spaces connecting to the trail; and

WHEREAS, LaBella Associates, D.P.C. ("LaBella") has submitted a Professional Services Proposal dated July 16, 2026 (Proposal #P2603880) for Landscape Architecture, Civil Engineering, and Survey services to support the design, construction documents, bidding, and construction administration for the project; and

WHEREAS, the total estimated fee for the basic design and related services is $28,500, with an additional $3,750 for survey services, for a total not-to-exceed amount of $32,250 (subject to the terms of the Agreement); and

WHEREAS, the Professional Services Agreement, including the attached proposal as Exhibit A and Terms and Conditions as Exhibit B, has been reviewed and is deemed to be in the best interest of Rhea County; and

WHEREAS, the Rhea County Commission finds that approving this Agreement will advance the public interest by enhancing recreational facilities in the County.

NOW, THEREFORE, BE IT RESOLVED by the Rhea County Commission as follows:

1. The Professional Services Agreement between Rhea County and LaBella Associates, D.P.C., dated July 16, 2026, for the Morgantown Park Improvements project, including all exhibits thereto, is hereby approved in substantially the form presented.

2. The County Mayor (or other authorized official) is hereby authorized and directed to execute the Agreement and any related documents on behalf of Rhea County, and to take all actions necessary to implement the terms of the Agreement.

3. The County Mayor is further authorized to approve minor modifications or amendments to the Agreement as may be necessary, provided they do not increase the total compensation beyond the approved amount without further Commission approval.

4. Funding for this Agreement shall come from the Three-Star Grant and/or appropriate County funds as budgeted or available.

5. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the Rhea County Board of Commissioners, this 21st day of July, 2026.

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

LINDA SHAVER, COUNTY CLERK
SEAL
RHEA COUNTY TENNESSEE

LaBella
Powered by partnership

July 16, 2026

Ms. Alex Fine
Director, Department of Tourism
Rhea County
125 Court Street, Suite 1
Dayton, TN 37321

Re: Professional Services Proposal
Morgantown Park Improvements
Proposal #P2603880

Dear Ms. Fine:

Thank you for the opportunity to submit this professional services proposal for the design of improvements to the existing Morgantown Park as part of utilizing the $150,000 Three-Star Grant given by the State of Tennessee. The tasks associated with this effort include incorporation of playground elements, designed by others, ADA accessible pedestrian trail, a basketball court, two mini-sized soccer fields (U8 max) and two ADA compliant parking spaces that are to connect to the trail. As an additional service, I have included a survey proposal for existing features (fencing, trail, benches, etc.), utilities and topography. The survey is necessary to ensure that the construction documents are being done so on exact information. Our services include Landscape Architecture, Civil Engineering and Survey services.

This proposal conveys our understanding of the project and proposes the scope of work we believe is necessary to achieve your goals, along with our design fee. Our design schedule will meet the needs of the overall project schedule.

This proposal is outlined to provide Basic Design Services and Permitting Services. If you need additional information, please do not hesitate to ask.

Thank you again for this opportunity.

Sincerely,

Joseph Sawyer, ASLA, CLARB
Sr. Landscape Architect

Professional Services Agreement

Agreement made the 16th day of July, 2026
between

LaBella Associates, D.P.C.
("LaBella")

and

Rhea County, TN
("Client")

for services related to the following Project:

Morgantown Park Improvements
Dayton, TN
("Project")

LaBella and Client hereby agree as follows:

Description of Services: LaBella shall perform the services set forth and described in LaBella's proposal, dated July 16, 2026, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

Compensation for Services: A retainer in the amount of $0 shall be required prior to the initiation of services. This retainer will be held until the end of the Project and applied to Client's final invoice. Any excess amount shall be returned to Client. Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

Term: LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed and final payment has been received from Client, or as otherwise provided in this Agreement.

Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate for bodily injury and property damage;

- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than $1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than $10,000,000 each occurrence and $10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than $1,000,000 for all employees engaged in the rendering of professional services under this Agreement;
- Cyber insurance with policy limits of not less than $5,000,000 and excess Cyber insurance with policy limits of not less than $5,000,000;
- Professional liability insurance with policy limits of not less than $5,000,000 per claim and $7,500,000 in the aggregate; and
- Pollution liability insurance with policy limits of not less than $5,000,000 per claim and $7,500,000 in the aggregate. Pollution liability coverage is only provided for professional services.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella's consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella's consultants shall not exceed $50,000 or LaBella's total fee for services rendered on this Project, whichever is greater.

LaBella Associates, D.P.C.		**Rhea County, TN**	
By:		By:	
Name	Joseph Sawyer, PLA	Name	
Title	Senior Landscape Architect	Title	
Date:	July 16, 2026	Date	

Exhibit A

LaBella's Proposal

July 16, 2026

Ms. Alex Fine
Director, Department of Tourism
Rhea County
125 Court Street, Suite 1
Dayton, TN 37321

RE: Morgantown Park Improvements
LaBella Proposal No. P2603880

Dear Ms. Fine:

LaBella Associates (LaBella) appreciates the opportunity to present this proposal for design services associated with the following project:

Morgantown Park Improvements – design, construction documents, bidding and construction observations for an approximately 6-acre existing park at the intersection of Nelson Avenue and Old School Road. The development of the design of this park will not include a structured public input process. The design components of the park improvements include a playground, interactive music pieces, and exercise equipment as designed by others but to be located within the design by the LaBella design team. The remaining design components include ADA accessible walking trail, two ADA parking spaces with a connection to the trail, one paved basketball court and two mini-sized (U6 – 75'x60' minimum) and associated site furnishings as the project budget allows.

LaBella will request all existing information possessed by the County be shared. Additionally, we will utilize aerial photography, real property data and other readily available mapping resources to supplement the materials provided by you. This will include topographic data and environmental features like potential wetland and floodplain data as is available through internet resources. The use of non-current survey information is risky due to missing, incorrect or assumed data necessary for the exact layout of the improvements, especially related to ADA compliance. Lack of exact information on design improvements could result in construction change orders.

SCOPE OF SERVICES

Based on our understanding, we offer the following scope of services, which we believe are needed to accomplish your desired objectives. The work schedule and fees associated with this proposal are included in the Fee & Time Schedule Summary Table included herein.

Scope – LaBella will include the following list of services necessary to design and administer construction as noted:

1. Survey Services (Additional Service): LaBella will limit its survey scope to establish the limits of the existing park elements and the edge of the bordering streets as well as topography, utilities and other appurtenances critical to the design. The limits of the survey scope is included in Attachment A.
2. Site Plan Development and Confirmation: LaBella will utilize the base information developed and graphically show the proposed improvements on a single plan. This

plan will include the locating of the playground components as provided to us by Cunningham Recreation. We will proceed with the construction documents once this task is approved by you.

3. Final Design – Construction Documents:

    a. Civil Engineering:
    We will provide civil engineering documents to detail all demolition as well as develop grading and drainage plans that addresses each of the improvements individually while intending to keep all of the collective drainage within the park property. Our documents will also include designation and layout of all hardscape elements inclusive of all dimensioning and construction detailing.

    b. Landscape Architecture:
    We will provide placement and layout information, based on the approved site plan, for the playground elements (as provided by others), the walking trail, basketball court and the area designated for the mini-pitch soccer fields. It is understood that these fields will not be programmed with the recreation department but only for pickup play.

4. Permitting – LaBella will submit necessary drawings and supporting information to both, if warranted, to both Rhea County and the Tennessee Department of Environment and Conservation (TDEC) to receive permits for the Stormwater Pollution Prevention Plan and Land Disturbance. Permit fees, if applicable, will be paid by the Owner.

5. Bidding – LaBella will assemble the Project Manual utilizing County supplied front-end documents and LaBella generated technical specifications. This Manual will be included in the Construction Documents and used for bidding the project. The County Purchasing Department will conduct a Prebid conference and will facilitate all bidding correspondence. LaBella will coordinate with Purchasing on development of any RFI and Addenda documents needed during the Bidding process. LaBella will participate in the Bid Opening as well as review the Bids after they are tabulated by Purchasing staff.

6. Construction Administration – LaBella will participate in one preconstruction conference, 3 construction progress meetings, with follow-up notes, as well as conduct up to 3 site visits, review Applications for Payment, issue RFI and ASI documents and provide Substantial and Final completion punch lists.

Deliverables – The following plan documents are anticipated to be included for each location:

A. Survey (Additional Service)
B. Demolition Plan
C. Layout Plan
D. Grading and Drainage Plan
E. Stormwater Pollution Prevention Plan
F. Site Details

Throughout the design process, we will initiate a bi-weekly online progress meeting to include LaBella, Rhea County and SE Tennessee Development District. The schedule to follow for these meetings will be determined prior to the Construction Document process.

ASSUMPTIONS & EXCLUSIONS

This proposal includes the cost for only those specific services described above. The following assumptions were made, and items were excluded from this proposal:

- Property line survey, in addition to the scopes noted above, can be performed under a separate proposal/contract.
- Geotechnical studies are excluded from these services.
- Environmental, wetland, archaeological and/or ecological studies are excluded from these services.
- All asbestos, lead and other hazardous material evaluation/abatement is excluded from these services.
- Electrical Engineering and lighting design is excluded from these services.
- Utility design is excluded from these services. It is LaBella's understanding that temporary toilet facilities will be utilized when needed.
- Irrigation design services are excluded from these services.
- Parking modifications or additions, other than those noted specifically, are excluded from these services.
- Retaining an independent Inspection and Construction Materials Testing firm to perform the necessary material testing to confirm compliance with the construction documents.
- Identification of deed and other land use restrictions;

Additionally, the Owner/Client will furnish information, reports and data to LaBella in electronic format, and LaBella can rely on the accuracy and completeness of this information, which may include the following:

- Previous environmental assessments, audits, investigations or impact statements, and other relevant environmental or cultural studies completed for the project site;
- Previous geotechnical and subsurface investigations and studies completed for the project sites;
- Record drawings, reports, etc.

SUBSTANTIVE REVISIONS

The Scope of Services provided in this proposal was developed based on information available at the time it was prepared, including the known conditions of the park. In the event of project changes (e.g., additional information becomes available, regulatory agencies require additional studies, the extent of the project, site plan revisions after approval, etc.) a Professional Services Change Order will be provided to you.

PROFESSIONAL SERVICES FEE & TIME SCHEDULE

LaBella proposes billing each phase as indicated in the following Fee & Time Summary Table. Invoices will be issued for all services performed during the billing cycle and are payable upon receipt. Lump Sum phases will be billed according to milestone completions for each deliverable, or commensurately with the percentage of the task which has been completed. Time and Materials phases will be invoiced based on the actual hours incurred in accordance with the Rate Schedule in effect at the time of providing services.

Tasks		Professional Services Budget	
Task No.	Task Description	Lump Sum	Time & Materials Estimate [1]
01	Site Plan Development	$2,600	N/A
02	Construction Documents	$14,000	N/A
03	Permitting		$1,900
04	Bidding		$2,800
05	Construction Observation		$6,400
RE00	Reimbursables		$800
Fee Subtotals		$16,600	$11,900
Total Estimated Fee Budget		$28,500	
Survey Services (Additional Services)		$3,750	

(1) We will not exceed the total amount of time and material estimates without written authorization.

AGREEMENT

This proposal shall serve as Exhibit A to our attached Professional Services Agreement. Upon your signed authorization of that Agreement, we can schedule the performance of this work. Please feel free to contact me at (423) 304-9561 if you have any questions. Thank you for the opportunity to propose on this significant project for Rhea County.

Sincerely,

Joseph Sawyer, PLA, ASLA
Senior Landscape Architect

cc: James A. Rymph, PLA - LaBella Associates
Spencer Morton, PE – LaBella Associates

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Exhibit B
Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall not at any time supervise, direct, control or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or any supplemental proposal or contract modification, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right

accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

RESOLUTION NO. 26-07-66

RESOLUTION TO DONATE $60,000 FROM THE TVA IMPACT FUND TO THE GRANDVIEW FIRE ASSOCIATION FOR THE CONSTRUCTION OF A SECOND FIRE STATION

WHEREAS, the Rhea County Commission recognizes the importance of adequate fire protection services for the citizens of Rhea County, particularly in the Grandview community; and

WHEREAS, the Grandview Fire Association has identified the need for a second fire station to improve response times and service coverage; and

WHEREAS, the donation of real property to Rhea County for the construction site has been proposed as a condition for the funding; and

WHEREAS, funds are available in the TVA Impact Fund for such community improvement projects;

NOW, THEREFORE, BE IT RESOLVED by the Rhea County Commission that:

SECTION 1. The sum of $60,000 is hereby appropriated and donated from the TVA Impact Fund to the Grandview Fire Association for the purpose of constructing a second fire station. This donation is contingent upon the donation of suitable real property to Rhea County for the construction site.

SECTION 2. The County Executive is authorized to execute any necessary agreements and to direct the disbursement of the funds upon verification of the property donation.

SECTION 3. This resolution shall take effect upon its passage.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this 21st day of July, 2026.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk



RESOLUTION NO. 26-07-67

RESOLUTION TO APPROVE A ONE-TIME DONATION OF $500,000 FROM TVA IMPACT FUNDS TO THE RHEA COUNTY ROAD DEPARTMENT FOR ROAD IMPROVEMENTS, NOT TO BE CONSIDERED MAINTENANCE OF EFFORT

WHEREAS, the Rhea County Commission recognizes the importance of maintaining and improving the county's road infrastructure for the safety, convenience, and economic benefit of its citizens; and

WHEREAS, the Tennessee Valley Authority (TVA) has provided Impact Funds to Rhea County to support projects that enhance local infrastructure and address needs arising from TVA-related activities; and

WHEREAS, the Rhea County Road Department has identified specific roads requiring improvements, including Back Valley Road, Indian Hills, Big Neck, Neck, Piney Point, Rhea Springs, Buzzard Roost, Riggs, Bluff View, and Jewell; and

WHEREAS, a one-time donation of Five Hundred Thousand Dollars ($500,000) from available TVA Impact Funds is proposed exclusively for these road improvements; and

WHEREAS, it is the intent of the Rhea County Commission that this allocation shall be a one-time, non-recurring contribution and shall **not** be considered part of the Road Department's ongoing Maintenance of Effort or regular operating budget;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Rhea County, Tennessee, meeting in regular session on this 21 day of July, 2026, as follows:

SECTION 1. The Rhea County Commission hereby approves and authorizes a one-time donation in the amount of $500,000 from TVA Impact Funds to the Rhea County Road Department.

SECTION 2. These funds shall be used solely for capital improvements to the following roads: Back Valley Road, Indian Hills, Big Neck, Neck, Piney Point, Rhea Springs, Buzzard Roost, Riggs, Bluff View, and Jewell.

SECTION 3. This allocation is designated as a one-time, non-recurring expenditure and shall not be considered or used as Maintenance of Effort for the Road Department.

SECTION 4. The County Executive, Highway Supervisor, and County Finance Director are authorized to take all necessary actions to implement this resolution, including the transfer of funds and execution of any required documents.

SECTION 5. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this 21 day of July, 2026.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

LINDA SHAVER, COUNTY CLERK
SEAL
RHEA COUNTY TENNESSEE

RESOLUTION NO 26-07-68

RESOLUTION OF THE RHEA COUNTY COMMISSION APPROVING THE ACCEPTANCE OF A HOMELAND SECURITY GRANT PROGRAM (HSGP) FY 2025 GRANT CONTRACT FROM THE STATE OF TENNESSEE, DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY, IN THE AMOUNT OF $15,237.86

WHEREAS, the United States Department of Homeland Security has made funds available through the Homeland Security Grant Program (HSGP) FY 2025 to enhance the capabilities of state and local governments to prevent, protect against, respond to, and recover from acts of terrorism and other catastrophic events; and

WHEREAS, the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, has awarded Rhea County a subaward grant contract in the amount of **$15,237.86** (Fifteen Thousand Two Hundred Thirty-Seven Dollars and 86/100) under Federal Award Identification Number **EMW-2025-SS-05018**, Assistance Listing Number **97.067**; and

WHEREAS, the grant funds will be used for allowable activities including training, exercises, planning, and equipment purchases as detailed in the Grant Budget (Attachment 1) and consistent with the State of Tennessee's Homeland Security Strategy and the approved investment justification; and

WHEREAS, the Grant Contract has a period of performance beginning **September 1, 2025**, and ending **April 30, 2028**; and

WHEREAS, the Rhea County Executive, is authorized to execute necessary documents on behalf of the County; and

NOW, THEREFORE, BE IT RESOLVED by the Rhea County Commission as follows:

SECTION 1. The Rhea County Commission hereby approves and accepts the Homeland Security Grant Program FY 2025 Grant Contract in the amount of **$15,237.86** from the Tennessee Emergency Management Agency.

SECTION 2. The Rhea County Executive, is hereby authorized to execute the Grant Contract and all necessary related documents, certifications, reports, and amendments on behalf of Rhea County, provided that no amendment increases the County's obligations beyond the approved grant amount without further Commission approval.

SECTION 3. The Rhea County Executive and appropriate County officials are authorized to take all actions necessary to implement the grant, including the submission of required reports, maintenance of records, procurement of allowable equipment and services, and compliance with all federal and state requirements.

SECTION 4. The County shall maintain proper accounting and financial controls to ensure that grant funds are used only for authorized purposes and in accordance with the approved Grant Budget.

SECTION 5. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this 21st day of July, 2026.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

LINDA SHAVER, COUNTY CLERK ★ RHEA COUNTY TENNESSEE ★ SEAL

GOVERNMENTAL GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID
09/01/2025	04/30/2028	34101-48326	

Grantee Legal Entity Name	Edison Vendor ID
RHEA COUNTY	2742

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number 97.067

Grantee's fiscal year end June 30th

Service Caption (one line only)

HOMELAND SECURITY GRANT PROGRAM FFY 2025

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026		15,237.86			15,237.86
TOTAL:		**15,237.86**			**15,237.86**

Grantee Selection Process Summary

☐ Competitive Selection

☒ Non-competitive Selection

This contract is in the best interest of the State. State agencies and Tennessee counties are eligible recipients. Each of Tennessee's ninety-five counties is assigned to one of eleven Homeland Security Districts, all of which participate in the State Homeland Security Grant Program. The Homeland Security Council meets with the Governor to recommend allocations. The Homeland Security Council is briefed on the grant specifics and determines allocations of funding to Homeland Security Districts based on population, risk and need. Funds are allocated to the State's eleven Homeland Security Districts. Each District Council determines the projects and the associated funding to each county within the district based on that predetermined need and risk. The specific criteria used in making award determinations are risk and effectiveness of use of funds and correlation with the State of Tennessee's Homeland Security Strategy. Risk, need, and vulnerability are determined by the Department of Homeland Security (DHS), in concert with the Federal Bureau of Investigation (FBI) and the Central Intelligence Agency (CIA). Effectiveness of use is determined by the collective leadership of the Homeland Security Council and the eleven Homeland Security District Councils.

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.

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
	71301000

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY RHEA COUNTY

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, 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 pass-through funding by the United States Department of Homeland Security, Homeland Security Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2742

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. All Federal Fiscal Year (FFY) 2025 Homeland Security Grant Program (HSGP) Grantees are required to submit an investment justification, consistent with the investments approved for Tennessee by the U.S. Department of Homeland Security (DHS), that provides background information, strategic objectives and priorities addressed, their funding/implementation plan, and the anticipated impact of each proposed investment. As part of the FFY 2025 HSGP investment justifications, Grantees are required to establish specific outcomes pursuant to the target capabilities set forth by the State's Homeland Security Strategy and associated with their proposed investments.

A.3. It shall be understood by the Grantee that each Grant Contract funded from the FFY 2025 HSGP will be in compliance with the FFY 2025 HSGP Guidance and the State of Tennessee's Homeland Security Strategy.

A.4. The Grantee agrees to be responsible for the sustainment of previously established homeland security efforts, as well as FFY 2025 projects. The Grantee further agrees that the federal funds received through this agreement will be used to supplement, but not to supplant any funds for local governments.

A.5. The Grantee agrees to comply with the financial and administrative guidelines as established by the regulations entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements" (colloquially referred to as the "Super Circular") now found in Volume 2 of the C.F.R. (specifically, 2 C.F.R. part 200).

A.6. The Grantee supports the implementation of State Homeland Security Strategies by addressing the identified planning, equipment, training, and exercise needs required to prevent, respond to, and recover from acts of terrorism. In addition, the Grantee agrees to comply with the implementation of the National Preparedness Goal and the National Response Framework (NRF).

A.7. The Grantee will comply with the Cash Management Act and understands that no federal funds received by the Grantee may be invested in an interest-bearing account.

A.8. The Federal Award Identification Worksheet shall be included as a part of this grant contract and designated as Attachment 2.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective for the period beginning on September 1, 2025 ("Effective Date") and ending on April 30, 2028, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:

a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:

(1) Activities that are reasonably related to the Scope of Services;
(2) Activities in whose absence the Scope of Services could not be completed or performed; and
(3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.

b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.

c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will the eligible for inclusion in a federally funded project.

d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.

e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:

(1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
(2) the relevant federal agency fails or refuses to finalize a grant; or
(3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.

f. The start date of the State's federal preaward authority is September 01, 2025

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed fifteen thousand, two hundred thirty-seven dollars and 86/100 ($15,237.86) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1, 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:

Tennessee Emergency Management Agency
Homeland Security Program
3041 Sidco Drive
Nashville, TN 37204

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: Department of Military, Tennessee Emergency Management Agency
(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-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) 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:

Gary Baker, Homeland Security Grant Program Supervisor
Tennessee Emergency Management Agency
3041 Sidco Drive
Nashville, TN 37204
gary.baker@tn.gov
Telephone #: (615) 741-7037

The Grantee:

Jim Vincent, County Mayor
Rhea County
1475 Market Street, Suite 301
Dayton, TN 37321
rheamayor@rheacounty.org
Telephone #: (423) 775-7801

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. Under no circumstances shall the Grantee be entitled to receive from the State any Federal funds associated with the Grant Contract that are not made available by the Federal government, and the amount of any Federal funds advanced to the Grantee by the State that are not made available by the Federal government must be returned by the Grantee to the State upon the State's request. 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. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. 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). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

a. Description of the equipment or motor vehicles;
b. Vehicle identification number;

c. Manufacturer's serial number or other identification number, when applicable;
d. Acquisition date, cost, and check number;
e. Fund source, State Grant number, or other applicable fund source identification;
f. Percentage of state funds applied to the purchase;
g. Location within the Grantee's operations where the equipment or motor vehicles is used;
h. Condition of the property or disposition date if Grantee no longer has possession;
i. Depreciation method, if applicable; and
j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

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. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.3. DHS Standard Terms and Conditions. Grantee must comply with all applicable provisions of the FY 25 DHS Standard Terms and Conditions as of April 18, 2025. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. These terms and conditions may be found online at DHS Standard Terms and Conditions | Homeland Security (https://www.dhs.gov/publication/dhs-standard-terms-and-conditions).

E.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

E.5. Compliance with Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title IV of 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.

E.6. Compliance with National Incident Management System (NIMS). The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the NIMS Implementation yearly survey

IN WITNESS WHEREOF,

RHEA COUNTY:

GRANTEE SIGNATURE **DATE**

JIM VINCENT, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

WARNER A. ROSS, II, MAJOR GENERAL
THE ADJUTANT GENERAL MILITARY DEPARTMENT

DATE

I certify that this entity meets Civil Rights Title VI compliance.

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

GRANT BUDGET

RHEA COUNTY:
HOMELAND SECURITY GRANT PROGRAM 2025

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN: 09/01/2025** **END: 04/30/2028**

	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award [2]	15,237.86	0.00	15,237.86
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	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]	0.00	0.00	0.00
	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	**15,237.86**	**0.00**	**15,237.86**

[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.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FUNDING OF TRAINING, EXERCISES, PLANNING AND EQUIPMENT PURCHASES ALLOWABLE UNDER THE FFY 2025 HOMELAND GRANT PROGRAM	15,237.86
TOTAL	15,237.86

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	RHEA COUNTY
Subrecipient's Unique Entity Identifier (SAM)	G61XDDVNMS74
Federal Award Identification Number (FAIN)	EMW-2025-SS-05018
Federal award date	09/30/2025
Subaward Period of Performance Start and End Date	09/01/2025 04/30/2028
Subaward Budget Period Start and End Date	09/01/2025 04/30/2028
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	97.067 Homeland Security Grant Program
Grant contract's begin date	09/01/2025
Grant contract's end date	04/30/2028
Amount of federal funds obligated by this grant contract	15,237.86
Total amount of federal funds obligated to the subrecipient	15,237.86
Total amount of the federal award to the pass-through entity (Grantor State Agency)	8,087,705.30
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	HSGP 2025
Name of federal awarding agency	U.S Department of Homeland Security
Name and contact information for the federal awarding official	Stacey Street, Deputy Assistant Administrator Grants Program Directorate 500C Street S.W. Washington DC 20528 Telephone #: 1-866-927-5646
Name of pass-through entity	Department of Military, Tennessee Emergency Management Agency
Name and contact information for the pass-through entity awarding official	Gary Baker, Homeland Security Grant Program Supervisor Tennessee Emergency Management Agency 3041 Sidco Drive Nashville, TN 37204 gary.baker@tn.gov Telephone #: (615) 741-7037
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

RESOLUTION #26-07-69 TO APPOINT A MEMBER OF THE RHEA COUNTY PLANNING COMMISSION TO SERVE THE NEXT TERM

Motion Commissioner Francisco, second Commissioner Dunn to approve Resolution #26-07-69 to appoint Billy Thedford, Jacob Ellis, and Scott Miller to the Rhea County Planning Commission for the Term expiring August 2030.

Resolution follows next pages.

VOTED AYE: ALL NAY: NONE ABSENT: FISHER

MOTION CARRIED

RHEA COUNTY, TENNESSEE OFFICE OF SHERIFF ANNUAL FINANCIAL REPORT TO BE READ INTO THE MINUTES

Motion Commissioner Stephens, second Commissioner Francisco for Rhea County, Tennessee Office of Sheriff annual financial report to be read into the minutes. Report follows next pages.

MOTION CARRIED BY UPLIFTED HAND VOTE

RESOLUTION #26-07-70 AUTHORIZING THE SECOND AMENDMENT TO LEASE AGREEMENT WITH APG/EAST, LLC D/B/A RHEA HERALD NEWS

Motion Commissioner Francisco, second Commissioner Thedford to approve Resolution #26-07-70 authorizing second amendment to lease with Rhea Herald News. Resolution and copy second lease Agreement follow next pages.

VOTED AYE: ALL NAY: NONE ABSENT: FISHER

MOTION CARRIED

RESOLUTION #26-07-71 APPROVING A LEASE AGREEMENT BETWEEN RHEA COUNTY, TENNESSEE AND THE RHEA COUNTY HISTORICAL SOCIETY FOR OFFICES SPACE IN THE HISTORIC COURTHOUSE

Motion Commissioner Thedford, second Commissioner Welch to approve Resolution #26-07-71 Resolution and copy of lease agreement follow next pages.

VOTED AYE: ALL NAY: NONE ABSENT: FISHER

MOTION CARRIED

RESOLUTION #26-07-72 APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN RHEA COUNTY, TENNESSEE AND THE RHEA HERITAGE FOUNDATION

Motion Commissioner Cashman, second Commissioner Thedford to approve Resolution #26-07-72 approving lease agreement with Rhea Heritage Foundation. Resolution and copy lease agreement follow next pages.

VOTED AYE: ALL NAY: NONE ABSENT: FISHER

MOTION CARRIED

RESOLUTION #26-07-73 TO APPROVE $35,000 FROM TVA IMPACT FUND TO PURCHASE A BRUSH TRUCK FOR THE FRAZIER FIRE HALL

Motion Commissioner Ellis, second Commissioner Thedford to approve Resolution #26-07-73 to purchase a brush truck. Resolution follows next pages.

VOTED AYE: ALL NAY: NONE ABSENT: FISHER

MOTION CARRIED

RESOLUTION #26-07-74 TO APPROVE $40,000 FROM TVA IMPACT FUND TO PURCHASE A 2014 PETERBUILT 348 WATER TANK TRUCK FOR THE WOLF CREEK FIRE HALL

Motion Commissioner Dunn, second Commissioner Stephens to approve Resolution #26-07-74 to purchase a water tank truck. Resolution follows next pages.

VOTED AYE: ALL NAY: NONE ABSENT: FISHER

MOTION CARRIED

RESOLUTION NO 26-07-69

RESOLUTION TO APPOINT A MEMBER TO THE RHEA COUNTY PLANNING COMMISSION TO SERVE THE NEXT TERM

WHEREAS, the Board of Commissioners for Rhea County has established the Rhea County Planning Commission; and

WHEREAS, the Board of County Commissioners for Rhea County deems it necessary to appoint members to the Rhea County Planning Commission to serve the next term; and

WHEREAS, the Board of County Commissioners for Rhea County has recommended that Billy Thedford, Jacob Ellis and Scott Miller be appointed to serve the next term; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Rhea County that Billy Thedford, Jacob Ellis and Scott Miller shall be appointed to serve on the Rhea County Planning Commission for the term expiring August 2030.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this 21 day of July, 2026.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

LINDA SHAVER, COUNTY CLERK
SEAL
RHEA COUNTY TENNESSEE

Rhea County, Tennessee
Office of Sheriff
Annual Financial Report
For The Year Ended June 30, 2026

Account Number	Description	Beginning Balance	Adjustments	Receipts	Disbursements	Ending Balance
	Cash Bond	$ -		$ 48,826.68	$ 48,826.68	$ -
43394	Data Fees	$ 108.00		$ 1,303.00	$ 1,262.00	$ 149.00
45590	Sheriff Fees	$ 845.00		$ 13,560.82	$ 13,405.82	$ 1,000.00
44990	Miscellaneous	$ -		$ 46,525.00	$ 46,525.00	$ -
43170	Work Release	$ 1.00		$ -	$ -	$ 1.00
43395	Sex Offender Registry	$ 300.00		$ 6,150.00	$ 6,150.00	$ 300.00
	Animal Shelter	$ -		$ -	$ -	$ -
	Inmate Commissary	$ 259,918.33	$ 40,378.02	$ 1,096,041.90	$ 1,021,273.28	$ 375,064.97
	Drug Seizures	$ -		$ 106,009.00	$ 106,009.00	$ -
	Drug Funds	$ 1,988.23	$ (225.00)	$ -	$ 1,000.00	$ 763.23
Totals		$ 263,160.56	$ 40,153.02	$ 1,318,416.40	$ 1,244,451.78	$ 377,278.20

Summary of Assets

	July 1, 2025	June 30, 2026
Cash on Hand	$ 1,555.00	$ 886.25
Cash in Bank	$ 258,819.61	$ 373,319.45
Receivables	$ 2,791.45	$ 3,072.50
Total	$ 263,166.06	$ 377,278.20
		$ -

This report is submitted in accordance with requirements of Section 5-8-505, or 67-5-1902, Tennessee Code Annotated, and to the best of my knowledge, information and belief accurately reflects transactions of this office for the year ended June 30,2026.

Sheriff — Date 7/10/26

Bookkeeper Heather Lester — Date 7/10/26

This report is to be filed with the County Mayor and County Clerk.

2-10

RESOLUTION NO. 26-07-70

RESOLUTION AUTHORIZING THE SECOND AMENDMENT TO LEASE AGREEMENT WITH APG/EAST, LLC D/B/A RHEA HERALD NEWS

WHEREAS, the Rhea County Board of Commissioners authorized and entered into a Lease Agreement dated October 1, 2022 with APG/East, LLC d/b/a Rhea Herald News for office space, located at 164 Walnut Grove Church Road, Dayton, Tennessee 37321 (the "Office"); and

WHEREAS, the original Lease was amended on April 22, 2025; and

WHEREAS, the Rhea County Board of Commissioners finds that the public good will be served by entering into a Second Amendment to the Lease Agreement to further reduce the leased space of the Rhea Herald News by one office and a storage room, with all other terms of the Original Lease dated October 1, 2022 to remain the same, as set forth in Exhibit "A," attached herewith; and

NOW, THEREFORE, BE IT RESOLVED:

That the Rhea County Board of Commissioners hereby authorizes and approves the Second Amendment to the Lease Agreement with APG/East, LLC d/b/a Rhea Herald News to reduce the leased space by one office and a storage room, with all other terms of the Original Lease dated October 1, 2022 to remain the same, as set forth in Exhibit "A," attached herewith.

Duly passed and approved this 21st day of July, 2026.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

LINDA SHAVER, COUNTY CLERK SEAL RHEA COUNTY TENNESSEE

Second Lease Amendment

This Second Lease Amendment is hereby made and entered into by and between Rhea County, Tennessee ("Landlord") and APG/East, LLC (the "Tenant") (collectively the "Parties") on the 1 day of Aug, 2026:

BACKGROUND:

Landlord and Tenant have previously entered into a Lease Agreement ("the Lease") dated October 1, 2022, whereby APG/East, LLC leased from Rhea County, Tennessee a 2nd Floor Suite, located at 1475 Market Street, 2nd Floor, Dayton, Tennessee 37321 (the "Office") and a 1st Floor Suite, located at 125 Court St., #1, Dayton, Tennessee 37321 (the "Adjacent Building" together with the Office (the "Property); and Landlord and Tenant amended the original Lease on or about April 22, 2025; and now the Landlord and Tenant desire to amend the Lease a second time as described in this agreement.

AGREED TERMS:

For and in consideration of the mutual covenants and promises in this agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Landlord and Tenant both acknowledge and agree that the Lease is currently in effect and that neither party is in breach or default of the Lease.

2. Landlord and Tenant amend the Lease as follows:

   The square footage of the current rented space shall be reduced by one office and a storage room and the monthly rent shall be reduced from $1,600.00 per month to $1,200.00 per month in accordance therewith.

3. Except as specifically amended above, the original terms and provisions of the Lease remain in full force and effect, and both Landlord and Tenant affirm and consent to the Lease, as amended in this agreement, and agree to be bound accordingly.

4. This Lease Amendment can be recorded at the discretion of the Parties, or the Parties can prepare a short form memorandum of this Lease Amendment which can be properly executed and recorded in the Register's Office for Rhea, Tennessee.

5. All of the terms, covenants and conditions of the Lease as amended to date shall continue in full force and effect, and the same are reaffirmed, remade and rewritten, except to the extent that any such terms, covenants or conditions have been nullified or conflict or are inconsistent with the terms of this Amendment to Lease, in which event the terms of this Amendment to Lease shall, in all respects, govern and prevail.

6. This Amendment to Lease shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. No reference in the preceding sentence to assigns shall be deemed to authorize any assignment or other transfer, in whole or in part, of the interest of Tenant in violation of any of the provisions of the Lease.

IN WITNESS WHEREOF, this Lease Amendment has been executed on the day and date first above written.

Landlord: RHEA COUNTY, TENNESSEE

By: Jim Vincent Date: 7/21/26
Jim Vincent, County Executive

Tenant: APG/EAST, LLC

By: _____ Date: _____

_____
Title

RESOLUTION NO 26-07-71

RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN RHEA COUNTY, TENNESSEE AND THE RHEA COUNTY HISTORICAL SOCIETY FOR OFFICE SPACE IN THE HISTORIC COURTHOUSE

WHEREAS, Rhea County owns and maintains the Historic Rhea County Courthouse located in Dayton, Tennessee; and

WHEREAS, the Rhea County Historical Society is a nonprofit organization dedicated to preserving and promoting the history of Rhea County; and

WHEREAS, the Rhea County Historical Society has requested office space within the Historic Courthouse for its administrative and educational activities; and

WHEREAS, the County Commission finds that approving this lease is in the best interest of Rhea County and supports historical preservation efforts; and

WHEREAS, a Lease Agreement has been prepared outlining the terms, including rental amount to be mutually determined;

NOW, THEREFORE, BE IT RESOLVED by the Rhea County Commission as follows:

SECTION 1. The Lease Agreement between Rhea County, Tennessee and the Rhea County Historical Society for office space in the Historic Courthouse, substantially in the form attached hereto as Exhibit A, is hereby approved.

SECTION 2. The County Executive is hereby authorized and directed to execute the Lease Agreement on behalf of Rhea County, along with any necessary supporting documents.

SECTION 3. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this 21st day of July, 2026.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk



LEASE AGREEMENT

Between Rhea County, Tennessee and Rhea County Historical Society

1. PARTIES

This Lease Agreement (the "Lease") is made and entered into on this 21 day of July, 2026, by and between: Landlord: Rhea County, Tennessee, a political subdivision of the State of Tennessee, with its principal office at the Rhea County Courthouse, Dayton, TN 37321 (hereinafter referred to as "Landlord"), and Tenant: Rhea County Historical Society, a Tennessee nonprofit organization, with its principal office at 375 Market St Dayton, TN Dayton, TN 37321,(hereinafter referred to as "Tenant").

2. PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, certain office space located in the Historic Rhea County Courthouse, Dayton, Tennessee (the "Premises"). The exact location and square footage of the Premises shall be determined by mutual agreement and attached as Exhibit A hereto.

3. TERM

The term of this Lease shall commence on July 21, 2026 (the "Commencement Date") and shall continue for a period of 5 years, unless sooner terminated as provided herein.

4. RENT

The rental amount shall be determined by mutual agreement between the parties prior to the Commencement Date and shall be specified in a written addendum to this Lease. Rent shall be payable monthly in advance on the first day of each month.

5. USE OF PREMISES

The Premises shall be used solely for office space and activities related to the Rhea County Historical Society's mission, including but not limited to historical preservation, education, and administrative purposes. Tenant shall not use the Premises for any unlawful purpose or in any manner that interferes with the Historic Courthouse's operations or integrity.

6. MAINTENANCE AND REPAIRS

Tenant shall maintain the Premises in good condition, reasonable wear and tear excepted. Landlord shall be responsible for structural repairs and major systems of the Historic Courthouse. Tenant shall promptly notify Landlord of any needed repairs.

7. UTILITIES AND SERVICES

Landlord shall provide basic utilities (electricity, water, heating) as part of the Premises. Tenant shall be responsible for any additional services or higher usage costs.

8. INSURANCE

Tenant shall maintain liability insurance naming Landlord as additional insured. Landlord shall maintain property insurance on the building.

9. INDEMNIFICATION

Tenant agrees to indemnify and hold harmless Landlord from any claims arising from Tenant's use of the Premises.

10. TERMINATION

This Lease may be terminated by either party with 30 days' written notice, or immediately for material breach.

11. GOVERNING LAW

This Lease shall be governed by the laws of the State of Tennessee.

12. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties and may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LANDLORD: Rhea County, Tennessee	TENANT: Rhea County Historical Society
By: Jim Vincent	By: Jacob Ellis
Title: Executive	Title: President
Date: 7/21/26	Date: 7/21/26

Exhibit A: Description of Premises (to be attached)

RESOLUTION NO 26-07-72

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN RHEA COUNTY, TENNESSEE AND THE RHEA HERITAGE FOUNDATION

WHEREAS, Rhea County, Tennessee (the "County") owns certain real property suitable for heritage preservation and public benefit uses; and

WHEREAS, the Rhea Heritage Foundation (the "Foundation"), a Tennessee non-profit organization, is seeking a place for educational, cultural, and heritage-related activities; and

WHEREAS, the County Commission finds that approving this lease serves the public interest by promoting historic preservation and community benefit; and

WHEREAS, a proposed Lease Agreement has been prepared and attached herewith;

NOW, THEREFORE, BE IT RESOLVED by the Rhea County Board of Commissioners as follows:

SECTION 1. The Lease Agreement between Rhea County, Tennessee and the Rhea Heritage Foundation, substantially in the form attached hereto as Exhibit A, is hereby approved.

SECTION 2. The County Executive or other authorized official is hereby authorized and directed to execute the Lease Agreement on behalf of the County and to take all actions necessary to effectuate the terms thereof.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this 21st day of July 2026.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

LINDA SHAVER, COUNTY CLERK
SEAL
RHEA COUNTY TENNESSEE

LEASE AGREEMENT
with
RHEA HERITAGE FOUNDATION

1. PARTIES

This Lease Agreement (the "Agreement") is made and entered into on this 21 day of July, 2026, by and between: Landlord: Rhea County, Tennessee, a political subdivision of the State of Tennessee, with its principal office at the Rhea County Courthouse, Dayton, TN 37321 (hereinafter referred to as "County" or "Landlord"). Tenant: Rhea Heritage Foundation, a Tennessee non-profit corporation, with its principal office at Court St Dayton, TN, Dayton, TN 37321 (hereinafter referred to as "Foundation" or "Tenant").

2. PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described real property located in Rhea County, Tennessee (the "Premises"):

Shares Rhea County Tourism Bldg.

3. TERM

The term of this Lease shall commence on July 21, 2026 (the "Commencement Date") and shall continue for a period of 5 years, ending on July 20, 2031, unless sooner terminated as provided herein. Tenant shall have the option to renew for additional periods upon mutual agreement.

4. RENT

Tenant shall pay to Landlord annual rent in the amount of $2400.00, payable in monthly installments of $200.00. [Or: Nominal rent of $1.00 per year for public benefit purposes]. Payment shall be made on the first day of each month.

5. USE OF PREMISES

The Premises shall be used solely for heritage preservation, educational, cultural, and related non-profit activities consistent with the mission of the Rhea Heritage Foundation. Tenant shall not use the Premises for any unlawful purpose.

6. MAINTENANCE AND REPAIRS

Tenant shall maintain the Premises in good condition, at its own expense, except for structural repairs which shall be the responsibility of Landlord unless caused by Tenant's negligence. Tenant shall be responsible for utilities.

7. INSURANCE AND INDEMNIFICATION

Tenant shall maintain adequate liability insurance naming Landlord as additional insured. Tenant agrees to indemnify and hold harmless Landlord from any claims arising from Tenant's use of the Premises.

8. DEFAULT AND TERMINATION

If Tenant defaults in the payment of rent or other obligations, Landlord may terminate this Lease after providing written notice and opportunity to cure. Upon termination, Tenant shall vacate the Premises.

9. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Tennessee.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

RHEA COUNTY, TENNESSEE	RHEA HERITAGE FOUNDATION
By: Jim Vincent	By:
Title: County Executive or Authorized Official	Title: President or Authorized Officer
Date: 7/21/26	Date: 7/23/2026

RESOLUTION NO. 26-07-73

RESOLUTION TO APPROVE $35,000 FROM TVA IMPACT FUND TO PURCHASE A BRUSH TRUCK FOR THE FRAZIER FIRE HALL

WHEREAS, the Frazier Fire Hall provides essential fire protection services to the community;

WHEREAS, brush trucks are critical for responding to wildfires, rural fires, and off-road emergencies;

WHEREAS, the TVA Impact Fund has allocated resources to support community infrastructure and public safety improvements;

WHEREAS, the purchase of a suitable brush truck will enhance the response capabilities of the Frazier Fire Hall without additional local taxpayer burden;

NOW, THEREFORE, BE IT RESOLVED by the Rhea County Commission that:

SECTION 1. Approval is hereby granted to expend up to $35,000 from the TVA Impact Fund for the purchase of a brush truck for the Frazier Fire Hall.

SECTION 2. The Finance Director is authorized to proceed with the procurement process in accordance with applicable purchasing policies and to execute all necessary documents.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this 21st day of July, 2026.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

LINDA SHAVER, COUNTY CLERK ★ RHEA COUNTY TENNESSEE ★ SEAL

RESOLUTION NO. 26-07-74

RESOLUTION TO APPROVE $40,000 FROM TVA IMPACT FUND TO PURCHASE A 2014 PETERBUILT 348 WATER TANK TRUCK FOR THE WOLF CREEK FIRE HALL

WHEREAS, the Wolf Creek Fire Hall provides essential fire protection services to the community;

WHEREAS, water tank trucks are critical for responding to wildfires, rural fires, and off-road emergencies;

WHEREAS, the TVA Impact Fund has allocated resources to support community infrastructure and public safety improvements;

WHEREAS, the purchase of a suitable water tank truck will enhance the response capabilities of the Wolf Creek Fire Hall without additional local taxpayer burden;

NOW, THEREFORE, BE IT RESOLVED by the Rhea County Commission that:

SECTION 1. Approval is hereby granted to expend up to $40,000 from the TVA Impact Fund for the purchase of a 2014 Peterbuilt 348 water tank truck for the Wolf Creek Fire Hall.

SECTION 2. The Finance Director is authorized to proceed with the procurement process in accordance with applicable purchasing policies and to execute all necessary documents.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this 21st day of July, 2026.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

LINDA SHAVER, COUNTY CLERK ★ RHEA COUNTY TENNESSEE ★ SEAL

NOTARY PUBLIC AND APPROVE BOND

Motion Commissioner Thedford, second Commissioner Ellis to approve the following to be a Notary public and approve their bond:

Brian S. Hale, April Dawn Stryker, Darlene H. Smith, Emma Potter, Terry C. Ellis, J. Shannon Garrison, Melanie Garrison, Jennifer Lynn Gore, Alexandra S. Beckett, Melanie Ann Myers, Joshua C. Buttram, Vanessa L. McClung, Tami M. Howard

VOTED: AYE: ALL NAY: NONE ABSENT: FISHER

RESOLUTION #26-07-75 TO AMEND THE AGENDA TO ADD RESOLUTION #26-07-76 TO RETURN THE 2023 RHEA COUNTY CDBG PROJECT GRANT AND APPLYING FOR A $2.2 MILLION DOLLAR CDBG GRANT

Motion Commissioner Thedford, second Commissioner Welch to approve Resolution #26-07-75 to amend the agenda to add Resolution #26-07-76. Resolution follows next pages.

VOTED AYE: ALL NAY: NONE ABSENT: FISHER

MOTION CARRIED

RESOLUTION #26-07-76 TO RETURN THE 2023 RHEA COUNTY CDBG PROJECT GRANT AND APPLY FOR A $2.2 MILLION DOLLAR CDBG GRANT

Motion Commissioner Thedford, second Commissioner Welch to approve Resolution #26-07-76 to return the 2023 Rhea County CDBG Project Grant and apply for a $2.2 million dollar CDBG grant. Resolution follows next pages.

VOTED AYE: ALL NAY: NONE ABSENT: FISHER

MOTION CARRIED

RESOLUTION NO. 26-07-76

RESOLUTION TO AMEND THE AGENDA TO ADD: #26-07-75 Resolution to Return the 2023 Rhea County CDBG Project Grant and Applying for a $2.2 Million Dollar CDBG Grant.

WHEREAS, the Board of Commissioners for Rhea County has an Agenda for each regular called meeting; and

WHEREAS, the Board of County Commissioners may amend the Agenda by a unanimous vote of the members present at the regular called meeting; and

WHEREAS, the Board of County Commissioners for Rhea County deems it necessary to amend the Agenda for the regular called meeting to include Resolution No 26-07-76 to Return the 2023 Rhea County CDBG Project Grant and Apply for a $2.2 Million Dollar CDBG Grant; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Rhea County that the above-referenced Resolution shall be added to the regular called meeting Agenda on July 21, 2026.

Philip E. Dunn

Leo Stephens

Sandra Francesco

Jim Reed

Billy Thurman

Jarod Ellis

Mark Cashman

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this 21st day of July, 2026

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

LINDA SHAVER, COUNTY CLERK ★ RHEA COUNTY TENNESSEE ★ SEAL

ADJOURNMENT

Motion Commissioner Cashman, second Commissioner Stephens that the meeting of the Commission adjourn.

MOTION CARRIED BY RISING VOTE



APPROVED BY: CHAIRMAN JIM REED