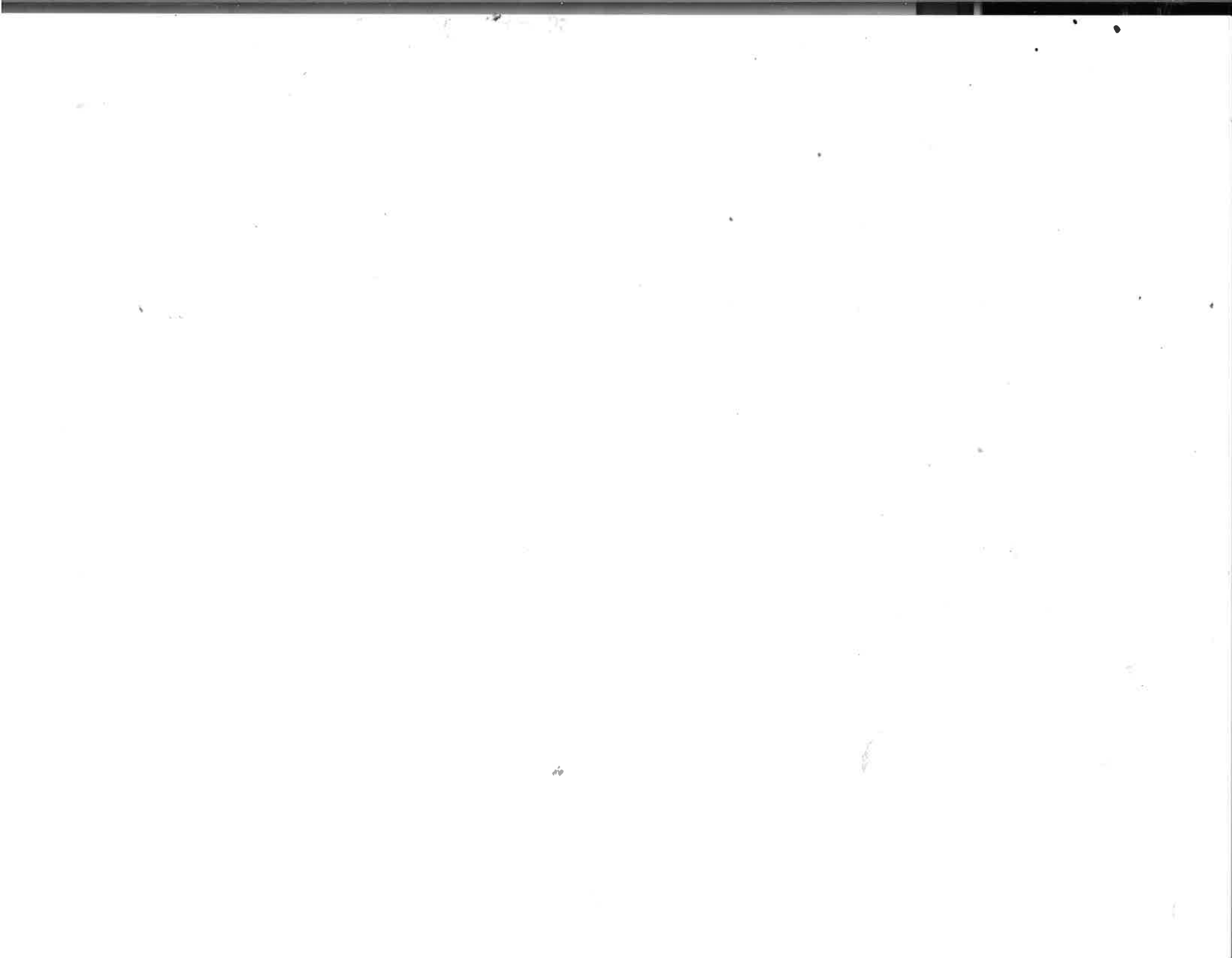




AGENDA
RHEA COUNTY COMMISSION MEETING
CONFERENCE ROOM, PHIL SWAFFORD BUILDING
WEDNESDAY, OCTOBER 14TH, 2026, AT 6:00PM

1. CALL TO ORDER
2. PRAYER
3. PLEDGE TO FLAG
4. ROLL CALL
5. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
6. COUNTY OFFICIALS REPORT
7. PUBLIC COMMENTS
8. OLD BUSINESS
9. **NEW BUSINESS**
 - A. Consider budget amendments and appropriations.
 - B. Read into the minutes Rhea County Committee Minutes.
 - a. Rhea County Regional Planning Commission September
 - C. Consider Resolution Approving A limited GPS Tracking Pilot Program On Two County Vehicles, Including Cameras On The Litter Patrol Vehicle, Prior To Consideration Of A County-Wide Policy. -Justus Stout
 - D. Consider Resolution Expanding The Hours The Historic Rhea County Courthouse Is Open To The Public To Saturdays And Hour. -Justus Stout

- E. Consider Resolution Approving A One-Time Additional Paid Holiday On December 31, 2026 For All County Employees. - Mark Cashman
- F. Consider Resolution Approving The Naming Old Washington Boat Ramp as the “Old Washington Ferry Landing”. -Dustin Henderson
- G. Consider Resolution To Appoint Members To The Rhea County Fair Board. -Ron Travis
- H. Consider Resolution Authorizing The Purchase Of Two (2) 2026 Chevrolet Silverado 3500 4WD Work Trucks Equipped With Dump Bodies, Snowplows, And Salt Spreaders. -Rick Wilkey
- I. Consider Resolution To Approve And Authorize Execution Of A Cooperative Lease Agreement For Fire Protection Premises Between The Pine Grove Fire District Association INC. And The Rhea County Volunteer Fire Department. –Brad Harrison
- J. Consider Resolution Approving And Appointment Of Members To The Rhea County Policies And Procedures Committee. -Ron Travis
- K. Consider Resolution Approving And Confirming The Appointment Of Members To The Rhea County Fire Authority Board. -Ron Travis
- L. Consider Resolution Approving And Confirming The Appointment Of Members To The Opioid Abatement Committee. -Ron Travis
- M. Consider Resolution Approving And Confirming The Appointment Of Members To The Public Records Committee. - Ron Travis
- N. Consider Resolution Approving And Confirming The Appointment Of The Newly Elected Sheriff To The Rhea County Appointing Members To The Emergency 911 Board. - Ron Travis

- O. Consider Resolution Approving The Purchase Of Playground Equipment, Surfacing, Borders, And Installations Services From Gametime Pursuant To Quotes Dated October 9, 2026, Under Omnia Contract, And Authorizing The County executive To Execute All necessary Documents And Take All Actions Required to Complete The Transactions. -Sandy Francisco
- P. Consider Resolution Approving And Accepting An Archives Development Direct Grant From The Tennessee State Library And Archives In The Amount Of \$6,553.00, And Authorizing The County Executive To Execute The Grant Contract. - Archives Department
- Q. Consider Resolution Approving The Expenditure Of \$2,453.50 From The Hotel/Motel Tax Fund And The City Of Dayton To Provide \$2,453.50 For The Total Sum Of \$4,907 To Be Used For Lodging And Expenses For Army Bass Anglers While In Rhea County To Obtain Publicity Content For Distribution To Approximately 1.4 Million Viewers, And Authorizing The County Executive To Take All Necessary Actions. -Dustin Henderson
- R. Consider Resolution Approving The Expenditure Of The Sum Of \$1,000 From The Hotel/ Motel Funds For Advertising Rhea County In Connection With The Veterans Day Luncheon On November 4, 2026, Organized By The Rhea Herald News, And Authorizing The County Executive To Take All Necessary Actions. -Jacob Ellis
- S. Consider Resolution Authorizing The Finance Director/Personnel Department To Offer AirMedCare Network Membership Programs To The Rhea County Employees Via Payroll Deduction. -Finance Department
- T. Consider Resolution Authorizing The Emergency Management Director To Prepare And Submit An Application For The Firehouse Subs Public Safety Foundation Grant. -Emergency Management Director
- U. Consider Resolution Authorizing The Emergency Management Director To Apply For The 2026 Volunteer Firefighter

Assistance (VFA) Program Grant Administered By The
Tennessee Department Of Agriculture, Division Of Forestry. -
Emergency Management Director

V. Consider Resolution Accepting Approving A Grant Contract
From The State Of Tennessee, Department Of Safety And
Homeland Security, For The Enforcement Of Tennessee
Driving Under The Influence Laws, Providing For Overtime
Pay For Employees Of Rhea County Sheriff's department, And
Authorizing Execution Of Said Grant Contract. -Sheriff's
Department

W. Consider Resolution Approving And Accepting The Safe
Journey Rhea County Highway Safety Grant Contract. -
Sheriff's Department

10.ELECTION OF NOTARY

11.COUNTY EXECUTIVE'S REPORT

12.COUNTY ATTORNEY REPORT

13.COMMISSIONER COMMENTS

14.ADJOURNMENT

RHEA COUNTY REGIONAL PLANNING COMMISSION

REGULAR CALLED MEETING

Tuesday, September 22, 2026 5:30 P.M.

Rhea County Courthouse Annex – 375 Church Street, 2nd Floor Commission Room

A. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

Jim Reed, Scott Miller, Jacob Ellis, Teresa Congiolo, Billy Thedford, Jeff McDaniel, Chad Reese

B. READING AND APPROVAL OF MINUTES – Tuesday, August 25, 2026

Approved as presented. Motion by Jeff McDaniel, seconded by Billy Thedford. 6-0

C. NEW BUSINESS

1. Robert Anderson Lot Line Abandonment – Final Plat (Doyle McCracken Surveying)

Refer to staff for signatures. Motion by Jacob Ellis, seconded by Scott Miller. 6-0

2. Lettiner Family 3-Lot S/D – Final Plat (Copp Engineering)

Refer to staff for 911 signatures. Motion by Jeff McDaniel, seconded by Scott Miller 6-0

3. Brian Bond 3-Lot Line Abandonment – Final Plat (Mid-State Surveying)

Refer to staff for signatures, with variance of lot of slight lot size. Motion by Jacob Ellis, seconded by Scott Miller. 6-0

4. James Monday Trust / Matt Luffman / Golden Key Acres, 4-Lot S/D – Final Plat (Mid-State Surveying)

Motion to refer to staff for corrections and signatures. Motion by Billy Thedford, seconded by Scott Miller. 6-0

5. Janie Parton Lot Line Adjustment – Final Plat (Mid-State Surveying)

Table until next month. Motion by Jeff McDaniel, seconded by Jeff Miller. 6-0

6. Brandon Iles Lot Line Abandonment – Final Plat (Dock Smith Surveying)

Refer to staff for signatures, N/A to public water service, add well certificate. Motion by Billy Thedford, seconded by Jacob Ellis. 6-0

7. Michael & Tamara Carney / Andy Beene Unit 1 Lot Addition – Final Plat (Dock Smith Surveying)

Refer to staff for signatures. Motion by Billy Thedford, seconded by Jacob Ellis. 6-0

8. Terry Dye Fire House 2-Lot S/D – Final Plat (Dock Smith Surveying)

Refer to staff for signatures, and corrections to include remaining acreage, being under 5 acres, platted with soil testing. Motion by Billy Thedford, seconded by Jacob Ellis. 6-0

9. Any Properly Presented New Business

D. OLD BUSINESS

1. Jerry Travis Existing Lot 2 Line Adjustment – Final Plat (Dock Smith Surveying)
Refer to staff for signatures and corrections. Motion by Jeff McDaniel, seconded by Jacob Ellis. 6-0

2. Any Properly Presented Old Business

E. HEARING OF PERSONS HAVING BUSINESS BEFORE THE COMMISSION

F. ADJOURNMENT

Motion to adjourn. Motion by Jeff McDaniel, seconded by Scott Miller. 6-0

**NEXT REGULAR SCHEDULED MEETING: Tuesday, October 27, 2026, at 5:30pm
Plats will be due by 12:00 noon on Tuesday, October 13, 2026**

RESOLUTION NO. _____

RESOLUTION APPROVING A LIMITED GPS TRACKING PILOT PROGRAM ON TWO COUNTY VEHICLES, INCLUDING CAMERAS ON THE LITTER PATROL VEHICLE, PRIOR TO CONSIDERATION OF A COUNTY-WIDE POLICY

WHEREAS, the Board of Commissioners of Rhea County, Tennessee, is charged with the responsible management and oversight of county resources, including county-owned vehicles; and

WHEREAS, the County Executive and county staff have identified a need to evaluate the use of GPS tracking technology as a tool to improve vehicle accountability, operational efficiency, route monitoring, and asset management; and

WHEREAS, before considering the adoption of a county-wide GPS tracking policy applicable to all or a broader class of county vehicles, it is prudent to conduct a limited pilot or test program on a small number of vehicles; and

WHEREAS, the Board finds that an initial pilot program limited to two (2) county vehicles will allow the County to evaluate the effectiveness, cost, privacy considerations, operational benefits, and practical administration of GPS tracking before any broader policy is proposed or adopted; and

WHEREAS, the two vehicles selected for the pilot are: (1) the vehicle assigned for use by the County Executive; and (2) the vehicle issued for Litter Patrol; and

WHEREAS, the Board further finds that the Litter Patrol vehicle, by the nature of its duties, would benefit from the inclusion of cameras in addition to GPS tracking as part of the pilot program; and

WHEREAS, the Board desires to authorize a limited GPS tracking test/pilot on the two identified vehicles, with cameras on the Litter Patrol vehicle, for the purpose of gathering information prior to any future consideration of a county-wide policy.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Rhea County, Tennessee, meeting in regular session on this ____ day of _____, 2026, that:

Section 1. A limited GPS tracking pilot/test program is hereby approved for two (2) county vehicles only, consisting of:

- a. The vehicle used by the County Executive; and
- b. The vehicle issued for Litter Patrol.

Section 2. As part of the pilot, the Litter Patrol vehicle shall also be equipped with cameras.

Section 3. The purpose of the pilot is to evaluate GPS tracking (and cameras on the Litter Patrol vehicle) before the Board considers any county-wide GPS tracking policy.

Section 4. The County Executive, or his designee, is authorized to take all necessary and appropriate actions to implement the limited pilot program on the two identified vehicles, including procurement, installation, and administration of the GPS tracking devices and cameras, consistent with applicable purchasing and procurement requirements.

Section 5. No county-wide GPS tracking policy is adopted by this Resolution. Any future county-wide policy shall be considered separately by the Board of Commissioners.

BE IT FURTHER RESOLVED that 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 ____ day of _____, 2026.

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

**RESOLUTION EXPANDING THE HOURS THE HISTORIC RHEA COUNTY
COURTHOUSE IS OPEN TO THE PUBLIC TO SATURDAYS AND HOURS**

WHEREAS, the Historic Rhea County Courthouse is a significant public building and resource for the citizens of Rhea County; and

WHEREAS, the Board of Commissioners desires to increase public access to the Historic Rhea County Courthouse by expanding the days and hours it is open to the public; and

WHEREAS, the Board finds that adding Saturdays and hours will better serve the public and improve accessibility to the Courthouse; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Rhea County, Tennessee, meeting in regular session on this ____ day of _____, 2026, that:

1. The hours the Historic Rhea County Courthouse is open to the public are hereby expanded to include the following Saturdays and hours:

Saturday: _____ to _____.

2. The County Executive, or his designee, is authorized and directed to implement the expanded hours of public access and to take all necessary administrative actions consistent with this Resolution.

3. The regular weekday hours of operation shall remain as previously established, unless otherwise modified by separate action of the Board.

BE IT FURTHER RESOLVED that 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 ____ day of _____, 2026.

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING A ONE-TIME ADDITIONAL PAID HOLIDAY ON
DECEMBER 31, 2026 FOR ALL COUNTY EMPLOYEES**

WHEREAS, the Board of Commissioners of Rhea County desires to recognize the service of County employees; and

WHEREAS, the Board finds it appropriate to grant a one-time additional paid holiday on December 31, 2026, for all County employees; and

WHEREAS, certain essential employees may be required to work on December 31, 2026, and provision should be made for those employees to receive an alternate paid day within the current fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Rhea County, Tennessee, meeting in regular session on this _____ day of _____, 2026, that:

1. A one-time additional paid holiday is hereby approved for December 31, 2026, for all Rhea County employees.
2. Any essential employees required to work on December 31, 2026, shall be granted an alternate paid day off within the current fiscal year, subject to the approval of their supervisor.
3. The County Executive, or his designee, is authorized to implement this Resolution and to take all necessary administrative actions consistent herewith.

BE IT FURTHER RESOLVED that 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 _____ day of _____, 2026.

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING THE NAMING OF THE OLD WASHINGTON BOAT
RAMP AS THE “OLD WASHINGTON FERRY LANDING”**

WHEREAS, the Old Washington boat ramp is a public facility located in Rhea County, Tennessee; and

WHEREAS, the Board of Commissioners desires to formally name the Old Washington boat ramp in recognition of its historical significance as a former ferry landing; and

WHEREAS, the Board finds that the name “Old Washington Ferry Landing” is appropriate and reflective of the site’s history.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Rhea County, Tennessee, meeting in regular session on this _____ day of _____, 2026, that:

Section 1. The Old Washington boat ramp is hereby officially named the “Old Washington Ferry Landing.”

Section 2. The County Executive, or his designee, is authorized to take all necessary actions to implement this naming, including any appropriate signage and public notification.

BE IT FURTHER RESOLVED that 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 _____ day of _____, 2026.

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

**RESOLUTION TO APPOINT MEMBERS TO THE
RHEA COUNTY FAIR BOARD**

WHEREAS, the Board of Commissioners for Rhea County has established the Rhea County Fair Board and adopted Bylaws; and

WHEREAS, the County Executive is authorized to appoint members to serve on the Rhea County Fair Board, subject to confirmation by the Rhea County Legislative Body; and

WHEREAS, members serving prior terms have expired as of August 31, 2026; and

WHEREAS, the County Executive does hereby appoint the following individuals to serve the next four (4) year term beginning September 1, 2026 through August 31, 2030:

1. Phillip Dunn
2. Nick Welch
3. Jacob Ellis
4. Lebron Purser
5. Brittany Fisher Miller

NOW THEREFORE, BE IT RESOLVED by the Rhea County Board of Commissioners that the above-named individuals are hereby confirmed and shall be appointed to serve as members of the Rhea County Fair Board for the four (4) year term beginning September 1, 2026 through August 31, 2030.

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

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk

**RESOLUTION AUTHORIZING THE PURCHASE OF
TWO (2) 2026 CHEVROLET SILVERADO 3500 4WD WORK TRUCKS
EQUIPPED WITH DUMP BODIES, SNOWPLOWS, AND SALT SPREADERS**

WHEREAS, the Highway Department has determined a need to purchase two (2) 2026 Chevrolet Silverado 3500 4WD work trucks equipped with dump bodies, snowplows, and salt spreaders in order to maintain and improve the efficiency and effectiveness of highway maintenance operations; and

WHEREAS, said vehicles are available for purchase through Statewide Contract #88746 at a total cost of One Hundred Eighty-Two Thousand Two Hundred Eleven and 28/100 Dollars (\$182,211.28), or Ninety-One Thousand One Hundred Five and 64/100 Dollars (\$91,105.64) per vehicle; and

WHEREAS, funding for the purchase will be provided as follows: One Hundred Forty-Nine Thousand Five Hundred Seventy-Six and 28/100 Dollars (\$149,576.28) from the Highway Department's fund balance; and Thirty-Two Thousand Six Hundred Thirty-Five and 00/100 Dollars (\$32,635.00) from Highway Fund 131-68000-714; and

WHEREAS, the Highway Department anticipates receiving a state reimbursement in the amount of One Hundred Sixty-One Thousand Six Hundred Forty-Two and 79/100 Dollars (\$161,642.79), which will be returned to the Highway Department's fund balance upon receipt; and

WHEREAS, it is in the best interest of Rhea County to authorize said purchase in order to ensure the continued safe and efficient operation of the Highway Department.

NOW, THEREFORE, BE IT RESOLVED by the governing body of this municipality as follows:

1. That the purchase of two (2) 2026 Chevrolet Silverado 3500 4WD work trucks equipped with dump bodies, snowplows, and salt spreaders through Statewide Contract #88746 at a total cost of \$182,211.28 (\$91,105.64 per vehicle) is hereby authorized and approved.
2. That funding for said purchase shall be provided as follows:
 - a. \$149,576.28 from the Highway Department's fund balance; and
 - b. \$32,635.00 from Highway Fund 131-68000-714.
3. That upon receipt of the anticipated state reimbursement of \$161,642.79, said funds shall be returned to the Highway Department's fund balance.

BE IT FURTHER RESOLVED that 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 ____ day of _____, 2026.

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk

**RESOLUTION TO APPROVE AND AUTHORIZE EXECUTION
OF A COOPERATIVE LEASE AGREEMENT FOR FIRE PROTECTION PREMISES
BETWEEN THE PINE GROVE FIRE DISTRICT ASSOCIATION INC.
AND THE RHEA COUNTY VOLUNTEER FIRE DEPARTMENT
FOR PINE GROVE FIRE STATION #3**

WHEREAS, the Pine Grove Fire District Association Inc. (the “Association”), a non-profit organization, has constructed or caused to be constructed a fire station facility known as **Pine Grove Fire Station #3**, located at **4515 Toestring Valley Road, Spring City, Tennessee 37381** (the “Premises”), for the purpose of improving fire protection response and service within the northern portion of the Pine Grove Fire District, including areas such as Lakewood Village, Piney Point, and Rhea Springs, and to enhance mutual aid capabilities with neighboring districts; and

WHEREAS, the Rhea County Volunteer Fire Department (also known as the Rhea County Fire Department) (the “Department”) is responsible for providing fire protection services to the citizens of the Pine Grove Fire District and Rhea County; and

WHEREAS, the Association and the Department desire to enter into a Cooperative Lease Agreement for Fire Protection Premises (the “Agreement”) under which the Association will lease the Premises to the Department for use as an active fire station, with title to the real property and permanent improvements remaining with the Association, and with the Department responsible for equipping, staffing, maintaining, and operating the Premises for fire protection purposes; and

WHEREAS, the proposed Agreement is substantially similar in form and protective terms to prior cooperative lease arrangements between the parties (including the 2008 Cooperative Lease Agreement for fire apparatus), provides for year-to-year continuation not to exceed fifty (50) years, may be terminated by either party upon thirty (30) days’ written notice, requires appropriate insurance, and otherwise serves the public interest in effective fire protection; and

WHEREAS, the governing body finds that approval of the Agreement is in the best interest of the citizens of Rhea County and the Pine Grove Fire District and will promote the health, safety, and welfare of the public;

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

Section 1. The Cooperative Lease Agreement for Fire Protection Premises between the Pine Grove Fire District Association Inc. and the Rhea County Volunteer Fire Department for

Pine Grove Fire Station #3, located at 4515 Toestring Valley Road, Spring City, Tennessee 37381, is hereby approved.

Section 2. The County Executive is hereby authorized and directed to execute the Agreement on behalf of Rhea County, together with any related certificates, addenda, or insurance documentation required thereby, and to take all such further actions as may be necessary or appropriate to carry out the intent of this Resolution and the Agreement.

Section 3. This Resolution shall take effect immediately upon its adoption, the public welfare requiring it.

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

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk

COOPERATIVE LEASE AGREEMENT FOR FIRE PROTECTION PREMISES

This agreement, made and entered into this ____ day of _____, 20 ____, by and between the **PINE GROVE FIRE DISTRICT ASSOCIATION INC.**, a non-profit organization hereinafter referred to as "ASSOCIATION", and the **Rhea County Volunteer Fire Department** (also known as Rhea County Fire Department), hereinafter referred to as the "DEPARTMENT".

WITNESSETH

WHEREAS, it is the goal of the ASSOCIATION to help provide support for fire protection within the PINE GROVE Fire District; and

WHEREAS, the DEPARTMENT is responsible for providing fire protection to the citizens of the PINE GROVE Fire District and Rhea County; and

WHEREAS, the ASSOCIATION has constructed, or caused to be constructed, a fire station facility known as **Pine Grove Fire Station #3**, located at **4515 Toestring Valley Road, Spring City, Tennessee 37381** (hereinafter the "Premises"), for the purpose of improving fire protection response and service to the northern portion of the Pine Grove Fire District, including areas such as Lakewood Village, Piney Point, and Rhea Springs, and to enhance mutual aid capabilities; and

WHEREAS, the parties desire to enter into this Cooperative Lease Agreement so that the DEPARTMENT may occupy, equip, and operate the Premises as an active fire station;

NOW THEREFORE, for and in consideration of the mutual benefits to each party as hereinafter appear below, both parties agree as follows:

A. The ASSOCIATION agrees:

1. To lease / loan to the DEPARTMENT the Premises described herein (Pine Grove Fire Station #3, 4515 Toestring Valley Road, Spring City, TN 37381), together with all fixtures, improvements, and appurtenances thereto, to be used in accordance with the following terms.
2. That title to the real property, buildings, and permanent improvements constituting the Premises shall remain with the ASSOCIATION (or its designated successor or assignee consistent with its non-profit purposes).

B. The DEPARTMENT agrees:

1. To equip, outfit, staff, and place the Premises in active fire service as Pine Grove Fire Station #3 upon receipt of possession, and to maintain continuous readiness for fire suppression, rescue, and related emergency services within the Pine Grove Fire District.
2. To respond with apparatus and personnel staged at or from the Premises, adequately manned, to all calls within the PINE GROVE Fire District, and within Rhea County to support other districts according to Standard Operating and Dispatch procedures.
3. To obtain, prior to occupancy or operation of the Premises as a fire station, and to continue in effect for the duration of this lease agreement, insurance covering the Premises and the DEPARTMENT's operations thereon, including but not limited to property insurance on the building and contents (to the extent of the DEPARTMENT's interest), liability insurance, and any other coverages customarily carried for fire station facilities operated by the DEPARTMENT.

6. To provide the ASSOCIATION with certificates of insurance stating the name of the insurance company(ies), policy number(s), effective date(s) of coverage, and amount and type of coverage prior to occupancy, and upon each renewal. Insurance coverage shall be equal to that carried on other DEPARTMENT-operated facilities and at least the minimum amounts required by applicable law or by the ASSOCIATION's reasonable requirements. The ASSOCIATION shall be named as an additional insured and/or loss payee as its interests may appear, where appropriate.

7. To use the Premises solely for fire protection, emergency response, training, apparatus storage, related administrative functions, and community fire-safety education activities consistent with the mission of the parties. The Premises shall not be used for commercial, residential, or other non-fire-service purposes unless mutually agreed upon.

8. To comply with all applicable federal, state, and local laws, codes, and regulations governing the occupancy and use of fire stations, including fire codes, building codes, and occupational safety requirements.

C. The parties mutually agree:

1. Title to the real property, buildings, and permanent improvements of the Premises shall remain with the **PINE GROVE FIRE DISTRICT ASSOCIATION INC.** The DEPARTMENT shall have a leasehold / possessory interest only for the term of this Agreement and any renewals.

2. The Premises may not be sold, transferred, mortgaged, subleased, or otherwise encumbered by the DEPARTMENT. Upon termination of this Agreement, possession of the Premises shall be returned to the ASSOCIATION in good condition, reasonable wear and tear excepted.

3. When the Premises are returned to the ASSOCIATION upon termination of this Agreement, or for other purposes, the DEPARTMENT shall leave the Premises with at least the same permanent fixtures and major building systems in place and in working order as existed when the DEPARTMENT first took possession, ordinary wear and tear excepted. The DEPARTMENT shall remove its personal property, apparatus, tools, and equipment prior to surrender, unless otherwise agreed in writing.

4. Title to all apparatus, tools, equipment, furniture, and other personal property added or placed in the Premises by the DEPARTMENT shall remain in the DEPARTMENT and may be removed by the DEPARTMENT prior to returning the Premises, provided that any damage caused by such removal is repaired by the DEPARTMENT.

5. Use of the Premises is limited to fire protection services, emergency response, training, apparatus housing and related public-safety activities in the public interest, including use under unusual or emergency conditions. Non-emergency community uses (e.g., training classes open to the public, open houses) are permitted so long as they do not interfere with readiness.

6. Any employees, members, or volunteers of the DEPARTMENT, or other persons enlisted by the DEPARTMENT to staff or operate from the Premises, shall not be considered employees of the ASSOCIATION by either the ASSOCIATION or the DEPARTMENT for any purpose. The DEPARTMENT shall have sole responsibility for any workers' compensation claims, employment claims, or similar claims arising from persons under its direction or control.

7. This Agreement shall not supersede any prior agreement between the parties for the coordinated protection from uncontrolled fire within Rhea County, nor any existing equipment lease agreements between the parties.

8. The ASSOCIATION shall have the right to enter the Premises at reasonable times for inspection, maintenance of ASSOCIATION-owned systems, or to address emergencies affecting the structure. The ASSOCIATION may, upon written notice and after reasonable opportunity to cure (except in cases of imminent danger or gross misuse), require corrective action or, for material breach or misuse of the Premises, terminate this Agreement and re-take possession.

9. This Agreement shall be effective from the date first appearing above and shall continue in force from year to year, not to exceed fifty (50) years, unless terminated by either party by thirty (30) days' written notice to the other, or sooner terminated in accordance with the terms hereof.

10. Notices under this Agreement shall be in writing and delivered by hand, certified mail, or recognized overnight courier to the addresses set forth below (or such other address as a party may designate in writing):

ASSOCIATION: Pine Grove Fire District Association Inc., c/o President or designated officer.

DEPARTMENT: Rhea County Volunteer Fire Department / Rhea County Fire Department, c/o Fire Chief or County Executive.

11. This Agreement constitutes the entire understanding between the parties with respect to the Premises and supersedes all prior negotiations or agreements relating solely to the occupancy of Pine Grove Fire Station #3. It may be amended only by a written instrument signed by both parties.

12. This Agreement shall be governed by the laws of the State of Tennessee. Venue for any action arising hereunder shall lie in the courts of Rhea County, Tennessee.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PINE GROVE FIRE DISTRICT ASSOCIATION INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

RHEA COUNTY VOLUNTEER FIRE DEPARTMENT

(Rhea County Fire Department)

By: _____

Printed Name: _____

Title: _____

Date: _____

ADDENDUM NO. 1

DESCRIPTION OF PREMISES

COOPERATIVE LEASE FOR FIRE PROTECTION PREMISES

BETWEEN

THE PINE GROVE FIRE DISTRICT ASSOCIATION INC.

AND

THE RHEA COUNTY VOLUNTEER FIRE DEPARTMENT

Description of Premises: Newly constructed fire station facility known as **Pine Grove Fire Station #3**, together with the land, buildings, driveways, parking areas, apparatus bays, living/office quarters, training areas, and all permanent fixtures and improvements located thereon.

Street Address: 4515 Toestring Valley Road, Spring City, Tennessee 37381, County of Rhea, State of Tennessee

Purpose: Active fire station for the Pine Grove Fire District (Station designation #3 or as assigned by the DEPARTMENT), providing improved response coverage to the northern portion of the district, including Lakewood Village, Piney Point, Rhea Springs, and surrounding areas, and supporting mutual aid to neighboring districts.

This Addendum is considered to be a part of the Cooperative Lease Agreement for Fire Protection Premises referred to in the heading and is incorporated therein by reference.

RESOLUTION NO. _____

**RESOLUTION APPROVING AND CONFIRMING THE APPOINTMENT OF
MEMBERS TO THE RHEA COUNTY POLICIES AND PROCEDURES COMMITTEE**

WHEREAS, the County Executive has recommended certain persons for appointment to the Rhea County Policies and Procedures Committee; and

WHEREAS, the Board of Commissioners has reviewed the recommendations and finds the proposed appointees suitable to serve on the Committee; and

WHEREAS, the Board desires to approve and confirm the appointments as recommended by the County Executive.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Rhea County, Tennessee, meeting in regular session on this ____ day of _____, 2026, that:

The following persons are hereby approved and confirmed as members of the Rhea County Policies and Procedures Committee, as recommended by the County Executive:

- Stacy Harris
- Dustin Henderson
- Mark Cashman
- Linda Shaver
- John Argo

BE IT FURTHER RESOLVED that 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 ____ day of _____, 2026.

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING AND CONFIRMING THE APPOINTMENT OF
MEMBERS TO THE RHEA COUNTY OPIOID ABATEMENT COMMITTEE**

WHEREAS, the County Executive has recommended certain persons for appointment to the Rhea County Opioid Abatement Committee; and

WHEREAS, the Board of Commissioners has reviewed the recommendations and finds the proposed appointees suitable to serve on the Committee; and

WHEREAS, the Board desires to approve and confirm the appointments as recommended by the County Executive.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Rhea County, Tennessee, meeting in regular session on this ____ day of _____, 2026, that:

The following persons are hereby approved and confirmed as members of the Rhea County Opioid Abatement Committee, as recommended by the County Executive:

- Mark Cashman
- Sandy Francisco
- Justus Stout
- Dustin Henderson

BE IT FURTHER RESOLVED that 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 ____ day of _____, 2026.

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING AND CONFIRMING THE APPOINTMENT OF
MEMBERS TO THE RHEA COUNTY PUBLIC RECORDS COMMITTEE**

WHEREAS, the County Executive has recommended certain persons for appointment to the Rhea County Public Records Committee; and

WHEREAS, the Board of Commissioners has reviewed the recommendations and finds the proposed appointees suitable to serve on the Committee; and

WHEREAS, the Board desires to approve and confirm the appointments as recommended by the County Executive.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Rhea County, Tennessee, meeting in regular session on this _____ day of _____, 2026, that:

The following persons are hereby approved and confirmed as members of the Rhea County Public Records Committee, as recommended by the County Executive:

- Jacob Ellis
- Judge Jace Cochran
- B.B. Blevins

BE IT FURTHER RESOLVED that 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 _____ day of _____, 2026.

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING AND CONFIRMING THE
APPOINTMENT OF THE NEWLY ELECTED SHERIFF TO THE
RHEA COUNTY E-911 COMMUNICATIONS BOARD**

WHEREAS, John Argo has been newly elected as Sheriff of Rhea County, Tennessee;
and

WHEREAS, the County Executive has recommended that Sheriff John Argo be
appointed to the Rhea County E-911 Communications Board to replace the retired Sheriff; and

WHEREAS, the Board of Commissioners has reviewed the recommendation and finds
the appointment appropriate; and

WHEREAS, the Board desires to approve and confirm the appointment of Sheriff John
Argo to the Rhea County E-911 Communications Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Rhea
County, Tennessee, meeting in regular session on this _____ day of _____, 2026,
that:

The newly elected Sheriff, John Argo, is hereby approved and confirmed as a member of
the Rhea County E-911 Communications Board, as recommended by the County Executive.

BE IT FURTHER RESOLVED that 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 _____ day of _____, 2026.

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF PLAYGROUND EQUIPMENT, SURFACING, BORDERS, AND INSTALLATION SERVICES FROM GAMETIME PURSUANT TO QUOTES DATED OCTOBER 9, 2026, UNDER THE OMNIA CONTRACT, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE ALL NECESSARY DOCUMENTS AND TAKE ALL ACTIONS REQUIRED TO COMPLETE THE TRANSACTION

WHEREAS, Rhea County has received quotes from GameTime c/o Cunningham Recreation for the purchase and installation of playground equipment, engineered wood fiber safety surfacing, playground borders, and related installation services for the Rhea County Playground project (CWO Grant), as more particularly described in Quote Nos. 182991-01-01, 182991-02-01, and 182991-03-01, each dated October 9, 2026; and

WHEREAS, Quote No. 182991-01-01 provides for a Powerscape 5-12 Modular Structure and PT24044 Fontana W/Shade playground equipment, with a subtotal of \$127,256.00, less a 2026 GameTime Community Champions Grant of \$65,486.31, plus freight of \$2,182.00, for a grand total of \$63,952.00 (materials only), under OMNIA Contract #2017001134, with Cash With Order (CWO) terms applicable to the grant; and

WHEREAS, Quote No. 182991-02-01 provides for Engineered Wood Fiber Safety Surfacing (117 cubic yards), 12-inch Playground Borders, and Access Playcurb, with a subtotal of \$8,286.37, less a discount of \$817.78, plus freight of \$2,516.79, for a grand total of \$9,985.38 (materials only), under the same OMNIA Contract; and

WHEREAS, Quote No. 182991-03-01 provides for the removal and disposal of existing site equipment (\$1,765.00) and the installation of the equipment, EWF surfacing, and playcurbs (\$21,560.00), for a grand total of \$23,325.00, under the same OMNIA Contract; and

WHEREAS, the aggregate cost of the three quotes is approximately \$97,262.38, exclusive of any applicable taxes (which shall be addressed by provision of the County's tax exemption certificate), site work, or other costs not included in the quotes, and the quotes are materials only except for the installation services specified in Quote No. 182991-03-01; and

WHEREAS, the Board of Commissioners finds that the purchase and installation of the playground equipment and related materials pursuant to the referenced quotes is in the best interest of the citizens of Rhea County and serves a public purpose by providing recreational facilities; and

WHEREAS, the quotes are made pursuant to OMNIA Contract #2017001134, which is a cooperative purchasing contract available to the County; and

WHEREAS, Rhea County has received or anticipates receiving Three Star Grant Funds that may be used for the acquisition and installation of the playground equipment, surfacing, borders, and related services described in the referenced quotes; and

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

Section 1. Approval of Quotes. The Board of Commissioners hereby approves the purchase of playground equipment, engineered wood fiber safety surfacing, playground borders, access playcurb, and related installation services as set forth in GameTime Quote

Nos. 182991-01-01, 182991-02-01, and 182991-03-01, each dated October 9, 2026, prepared for Jerry Lamb, in the aggregate amount not to exceed \$97,262.38 (plus any applicable taxes if not exempted), subject to the terms and conditions stated in the quotes, including but not limited to the Cash With Order requirements for the grant on Quote No. 182991-01-01, materials-only provisions, and installation conditions.

Section 2. Authorization to County Executive and Finance Director. The County Executive and/or the Finance Director is hereby authorized and directed to execute all necessary purchase orders, acceptance documents, contracts, and any other documents required to accept and complete the purchases and installation under the approved quotes, to take all actions necessary or desirable to implement this Resolution, and to expend County funds, including Three Star Grant Funds, for such purpose in accordance with applicable law and budgetary appropriations.

Section 3. Use of Three Star Grant Funds. The Board of Commissioners hereby authorizes and directs that Three Star Grant Funds be used to fund all or a portion of the costs of the playground equipment, surfacing, borders, and installation services approved by this Resolution, to the extent such funds are available and eligible for such purpose.

BE IT FURTHER RESOLVED that 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 _____ day of _____, 2026.

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk

Proposal for

**Rhea County
Dayton, TN**

Prepared by



10/09/2026

Project # 182991

Rhea County Playground Grant



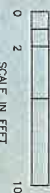
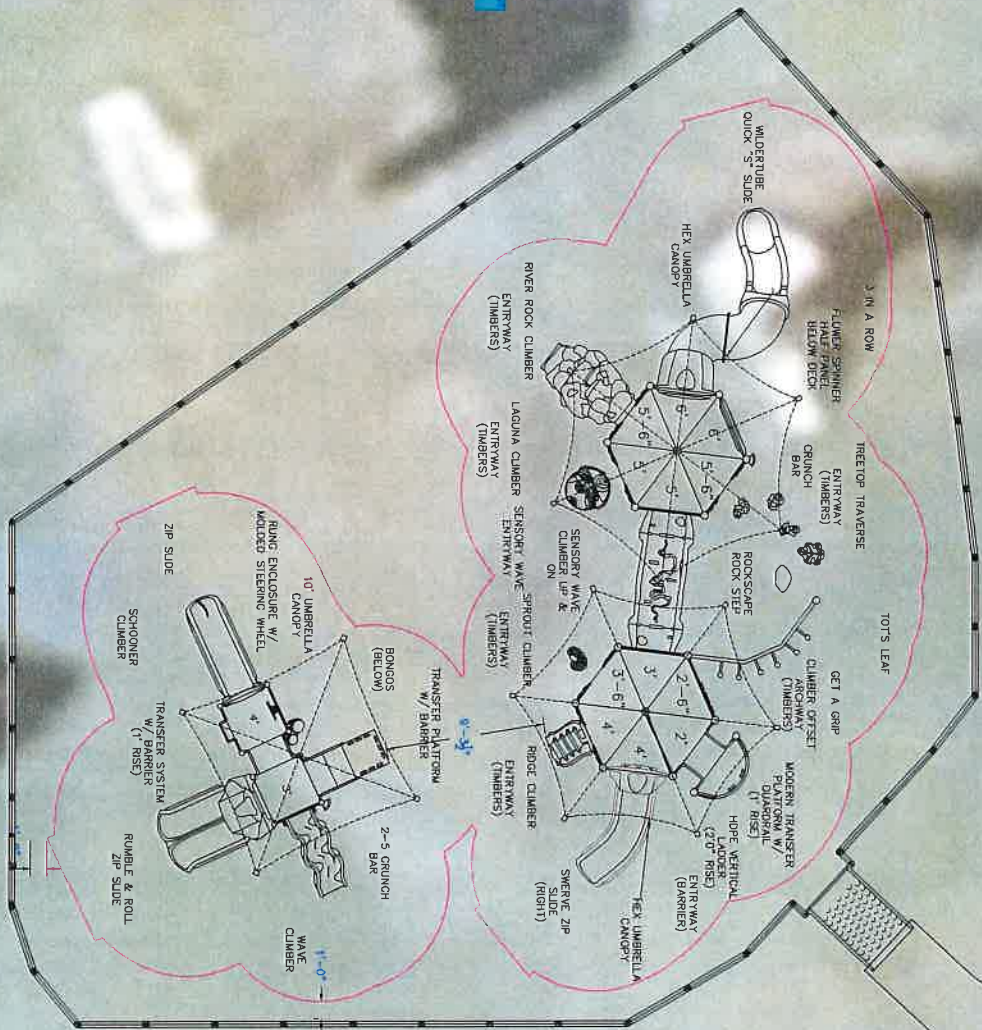
800-438-2780 | cunninghamrec.com



Rhea County
 Playground Option 1
 Color Palette: Bloom Bay

SITE LAYOUT IS CONCEPTUAL. ONLY CUSTOMER IS RESPONSIBLE FOR ALL ACCESSIBLE PATHWAYS, SPORT FIELDS AND MARKINGS.

Phase 1



SURFACING	
TYPE	EWF
SO. FT	2,361'
DEPTH	12"
CURBING	
TYPE	PLSTC
LN. FT	188'
HT	12"

PROJECT TITLE Rhea County Playground Area - Phase 1 Dayton, TN	The play equipment is recommended for children ages 2-5 & 5-12	Minimum Area Required As Shown	IMPORTANT: Soft surfaced surfaces should be selected in Phase 1 areas of all equipment. It is recommended for each type of equipment, as well as all equipment to meet the official fall height as specified by the U.S. Consumer Product Safety Commission. ASTM F1487-18 is the standard for minimum fall height. Rhea County is following CRR 26-26-1.
	DRAWING NO. 182991-01-01	DATE 10/07/2026	
REPRESENTATIVE Cunningham Recreation	DRAWN BY JJ		



QUOTE

182991-01-01 • 10/09/2026



a PLAYCORE Company

Rhea County Playground (CWO Grant)

Customer:

Rhea County
375 Church Street, Suite 200
Dayton, TN 37321
United States

Ship to Zip: 37321

Prepared for:

Jerry Lamb
Phone: 423-775-7807

Prepared by:

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$98.07	\$98.07
1	RDU	GameTime - Powerscape 5-12 Modular Structure Custom: 2 Color HDPE: _____, Accent 2: _____, Accent: _____, Arch: _____, Basic: _____, Deck:Pvc: _____, Fabric 1: _____, Fun Formz: _____, HDPE: _____, Rock Plastic: _____, Roto Plastic: _____, RotoPlastic2: _____, Tube: _____, Uni Plastic: _____ (1) 7088 – Rock Step (1) 13809 – Get A Grip (1) 39012 – Tot'S Leaf (12) 80001 – 49"Tri Punched Steel Deck (1) 81670 – Crunch Bar (2) 90266 – 8' Upright, Alum (1) 90267 – 9' Upright, Alum (5) 90268 – 10' Upright, Alum (2) 90269 – 11' Upright, Alum (5) 90270 – 12' Upright, Alum (1) 90369 – River Rock Climber (1) 90592 – Ridge Climber (Single) (1) 90654 – 3'-6"/4'-0" Zip Swerve Slide Right (1) 90772 – 6' Wildertube Quick 'S' Reverse (1) 90834 – 3-in-a-Row Panel (1) 91139 – Entryway - Barrier (5) 91150 – Entryway - Timbers (1) 91163 – Climber Offset Archway - Timbers (1) 91269 – Sprout Climber (1) 91379 – PS S Wave Up & On LNK (5'-5'6') (2) 91457 – Sensory Wave Entryway (1) 91563 – Flower Spinner Half Panel (1) 91600 – HDPE Vertical Ladder 2'0" (2) 91608 – 15' Sunblox Umbrella Canopy (1) 91711 – Modern Transfer w/Guardrail 1' Rise (1) 91736 – TreeTop Traverse (4'6"-6') (1) 91854 – Laguna Climber (1) G90271 – 13' Upright, Galv (1) G90273 – 15' Upright, Galv	\$95,809.00	\$95,809.00
1	RDU	GameTime - PT24044 Fontana W/Shade Custom: Accent: _____, Arch: _____, Basic: _____, Deck:Pvc: _____, Fabric 1: _____, Roto Plastic: _____ (2) 12024 – 3 1/2" Uppt Ass'Y Alum 9'	\$31,349.00	\$31,349.00

- (5) 12025 – 3 1/2" Uprrt Ass'Y Alum 10'
- (1) 13540 – Crunch Bar
- (2) 18200 – 36" Sq Punched Deck P/T 1.3125
- (1) 18679 – Bongos
- (1) 18854 – 10' Sunblox Umbrella Canopy
- (1) 19004 – Transfer System W/Barrier (1' Rise)
- (1) 19013 – Transfer Platform W/ Barrier (3')
- (1) 19057 – Wave (Standard)
- (1) 19095 – Schooner (3'-6" & 4')
- (1) 19123 – Straight Zip Slide (4')
- (1) 19215 – Rung Enclosure W/ Steering Wheel
- (1) 19791 – Dbl Rumble & Roll 2'-6"/3'
- (1) H12068 – 13' Heavy Wall Upright

1

2026 GT-
Grant

MISC - 2026 GameTime Community Champions Grant

Grant Rules and Limitations:

To qualify for up to 100% matching funds, list price of the qualifying playground system must exceed \$75,000, and payment in full must accompany your order. For play systems with a list price of less than \$75,000 and greater than \$25,000 with payment in full, GameTime playground grants are available with matching funds up to 80%. For play systems that exceed \$25,000, and purchased with credit terms, matching funds are available up to 65%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape®, PrimeTime®, Xscape®, and Modern City® systems only. Up to \$80,000 matching funds for select outdoor fitness equipment, including THRIVE®, THRIVE Studio, and Challenge Course. VistaRope®, freestanding net structures, TuffForms, Landmark Design, GT Symphony freestanding, other freestanding play products, and Play On! non-system events are not eligible for funding. **All applications must be received and validated by the project administrator by October 23, 2026.** GameTime reserves the right to decline any application for a GameTime grant. **GameTime will accept grant orders until October 30, 2026, or until all eligible funds are disbursed, whichever comes first. Customer must be able to receive order by December 31, 2026,** subject to transportation availability. GameTime reserves the right to terminate this offer at any time without notice. GameTime playground grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2026 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included. Other terms and restrictions may apply. Contact your local GameTime representative for complete details.

Contract: OMNIA #2017001134

Sub Total	\$127,256.07
Grant	(\$65,486.37)
Freight	\$2,182.84
Grand Total	\$63,952.54

QUOTE

182991-01-01 • 10/09/2026



Comments

*MATERIALS ONLY: Quotation does not include any site work, off-loading, storage, safety surfacing, or installation.

*Cash with Order (CWO) discount requires payment (in full), via check or money order, at the time of order.

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** **Standard Lead time is 6-8 weeks (some items may take longer)** after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.

QUOTE

182991-01-01 • 10/09/2026



A PLAYCORE Company

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$63,952.54**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

QUOTE

182991-02-01 • 10/09/2026



Rhea County Phase 1 Playground - Surfacing & Borders

Customer:

Rhea County
375 Church Street, Suite 200
Dayton, TN 37321
United States

Ship to Zip: 37321

Prepared for:

Jerry Lamb
Phone: 423-775-7807

Prepared by:

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

Quantity	Part #	Description	Unit Price	Amount
117	EWf	GT-Impax - Engineered Wood Fiber Safety Surfacing (CY) - Area: 2,361' Sq.Ft. - Thickness (Compacted): 12" - Volume: 117 Cubic Yards	\$27.13	\$3,174.21
46	4862	GameTime - 12" Playground Border	\$91.46	\$4,207.16
1	4858	GameTime - Access Playcurb-W/Adap	\$905.00	\$905.00

Contract: OMNIA #2017001134

Sub Total	\$8,286.37
Discount	(\$817.78)
Freight	\$2,516.79
Grand Total	\$9,985.38

Comments

*MATERIALS ONLY: Quotation does not include any site work, off-loading, storage, safety surfacing, or installation.

*Surfacing for Equipment Listed on Quote #182991-01-01

*Installation for proposed Play Curbs and EWF Surfacing is listed on Quote #182991-03-01

QUOTE

182991-02-01 • 10/09/2026



▲ PLAYCORE Company

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** **Standard Lead time is 6-8 weeks (some items may take longer)** after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.

QUOTE

182991-02-01 • 10/09/2026



A PLAYCORE Company

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$9,985.38**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

QUOTE

182991-03-01 • 10/09/2026



A PLAYCORE Company

Rhea County Phase 1 Playground - Installation

Customer:

Rhea County
375 Church Street, Suite 200
Dayton, TN 37321
United States

Ship to Zip: 37321

Prepared for:

Jerry Lamb
Phone: 423-775-7807

Prepared by:

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	MISC - Remove and Disposal of Existing Site Equipment	\$1,765.00	\$1,765.00
1	INSTALL	MISC - Installation of Equipment, EWF Surfacing, and Playcurbs	\$21,560.00	\$21,560.00
Contract: OMNIA #2017001134			Sub Total	\$23,325.00
			Grand Total	\$23,325.00

Comments

*Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

*Bonding and/or permitting are not included in the cost of this proposal. If required, additional charges will be incurred

*Installation for Equipment Listed on Quote #182991-01-01

*Installation for Surfacing and Play Curbs Listed on Quote #182991-02-01

QUOTE

182991-03-01 • 10/09/2026



A PLAYCORE Company

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** **Standard Lead time is 6-8 weeks (some items may take longer)** after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

QUOTE

182991-03-01 • 10/09/2026



▲ PLAYCORE Company

INSTALLATION CONDITIONS:

- **ACCESS:** The site must be clear, level, and provide unrestricted access for trucks and machinery. Any site that is inaccessible may incur additional charges.
- **STORAGE:** The customer is responsible for providing a secure area for off-loading and storing equipment during installation. Once equipment is delivered to the site, the owner assumes responsibility for any theft or vandalism unless alternative arrangements are made and documented in the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only, prior to the installation of drains, subbase, or surfacing. The customer is responsible for any unforeseen conditions such as buried utilities (public or private), tree stumps, rocks, or any other concealed materials or conditions that may result in additional labor or material costs.
- **UTILITIES:** The installer will contact 811 to locate all public utilities before layout and excavation of footer holes. The owner is responsible for identifying any private utilities. Cunningham Recreation and the installer are not liable for any damage to unmarked private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise stated. The price includes only the items specified in this quotation. Additional site work or specialized equipment needs may result in price adjustments.
- **SITE CONDITIONS:** The site must have a slope of less than 1.5%. Any excavation or grading required to achieve an acceptable slope is the responsibility of others unless otherwise noted. All demolition and site preparation must be completed before the installation crew is mobilized.
- **GENERAL INSTALLATION NOTES:** Installation will be performed according to the manufacturer's specifications by a GameTime-certified installer. A one-year warranty on all labor is provided from the date of completion. Product warranty and service claims may not include labor.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$23,325.00**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

QUOTE

182991-03-01 • 10/09/2026



▲ PLAYCORE Company

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

RESOLUTION NO. _____

RESOLUTION APPROVING AND ACCEPTING AN ARCHIVES DEVELOPMENT DIRECT GRANT FROM THE TENNESSEE STATE LIBRARY AND ARCHIVES IN THE AMOUNT OF \$6,553.00, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE GRANT CONTRACT.

WHEREAS, the Tennessee State Library and Archives has awarded Rhea County Archives an Archives Development Direct Grant of Six Thousand Five Hundred Fifty-Three and 00/100 Dollars (\$6,553.00), with no local match, under Governmental Grant Contract Agency Tracking No. 30501-01727-11, Edison ID 91321; and

WHEREAS, the grant is for the period August 15, 2026, through May 31, 2027, is paid by reimbursement of actual costs, and is to be used for archival supplies and related costs as set out in the Grant Budget; and

WHEREAS, acceptance of the grant will help preserve County records and keep them available to the public;

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

1. The Rhea County Commission approves and accepts the Grant Contract with the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives, in the amount of \$6,553.00, for the term August 15, 2026, through May 31, 2027, in the form on file with the County Clerk.

2. No local match is required, and this Resolution appropriates no County funds.

3. The County Executive is authorized to sign the Grant Contract, complete the required ACH and W-9 forms, and take the other steps needed to carry out the grant and comply with the contract.

BE IT FURTHER RESOLVED that 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 ____ day of _____, 2026.

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk

PINE GROVE FIRE DISTRICT ASSOCIATION INC.

RHEA COUNTY VOLUNTEER FIRE DEPARTMENT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF INSURANCE (to be attached)

Name of Company: _____

Name of Insured: _____

Item / Premises Covered: Pine Grove Fire Station #3, 4515 Toestring Valley Road, Spring City, TN 37381

Type of Insurance: _____

Limits of Liability / Coverage: _____

Policy Number: _____

Effective Date: _____ Expiration Date: _____

Is Certificate naming Pine Grove Fire District Association Inc. as additional insured / loss payee attached? Yes
_____ No _____

(Attach current Certificate of Insurance. Insurance shall meet or exceed the requirements of Section B.5–B.6 of the Agreement.)



GOVERNMENTAL GRANT CONTRACT

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

Begin Date August 15, 2026	End Date May 31, 2027	Agency Tracking # 30501-01727-11	Edison ID 91321																																												
Grantee Legal Entity Name Rhea County Archives			Edison Vendor ID 2742																																												
Subrecipient or Recipient ☐ Subrecipient ☒ Recipient		Assistance Listing Number Grantee's fiscal year end June 30																																													
Service Caption (one line only) Archives Development Direct Grants																																															
Funding — <table border="1"> <thead> <tr> <th>FY</th> <th>State</th> <th>Federal</th> <th>Interdepartmental</th> <th>Other</th> <th>TOTAL Grant Contract Amount</th> </tr> </thead> <tbody> <tr> <td>2027</td> <td>\$6,553.00</td> <td></td> <td></td> <td></td> <td>\$6,553.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL:</td> <td>\$6,553.00</td> <td></td> <td></td> <td></td> <td>\$6,553.00</td> </tr> </tbody> </table>						FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount	2027	\$6,553.00				\$6,553.00																									TOTAL:	\$6,553.00				\$6,553.00
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Speed Chart/Division Code Account Code (optional)																																															

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2. No local match is required, and this Resolution appropriates no County funds.

3. The County Executive is authorized to sign the Grant Contract, complete the required ACH and W-9 forms, and take the other steps needed to carry out the grant and comply with the contract.

BE IT FURTHER RESOLVED that 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 _____ day of _____, 2026.

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk



GOVERNMENTAL GRANT CONTRACT

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

Begin Date August 15, 2026	End Date May 31, 2027	Agency Tracking # 30501-01727-11	Edison ID 91321		
Grantee Legal Entity Name Rhea County Archives			Edison Vendor ID 2742		
Subrecipient or Recipient ☐ Subrecipient ☒ Recipient		Assistance Listing Number Grantee's fiscal year end June 30			
Service Caption (one line only) Archives Development Direct Grants					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2027	\$6,553.00				\$6,553.00
TOTAL:	\$6,553.00				\$6,553.00
Grantee Selection Process Summary ☒ Competitive Selection					
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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.  LU				CPO USE - GG	
Speed Chart/Division Code		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF THE SECRETARY OF STATE, TENNESSEE STATE LIBRARY AND ARCHIVES
AND
RHEA COUNTY ARCHIVES**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives, hereinafter referred to as the "State" or the "Grantor State Agency" and Rhea County Archives, hereinafter referred to as the "Grantee," is for the provision of Archives Development Direct Grants, 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. The Grantee shall house, keep, and preserve permanently valuable records within the State of Tennessee. The Grantee shall make improvements, as needed, to its archival processes, services, equipment, or practices to facilitate public access to records. The Grantee shall educate and train records custodians, as needed, and shall support archival program development and enhancement. The Grantee may use funds received under this grant contract to purchase goods or devices for use in the Grantee's archival work and processes.
- A.3. The Grantee shall maintain custody of its historically significant original records.
- A.4. The Grantee shall make its archived materials available for public research during reasonable hours.
- A.5. If not already implemented, the Grantee shall implement sound archival practices. The Grantee shall continue to employ sound archival practices both during and after the term of this grant contract. This duty shall survive the termination of this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on August 15, 2026, ("Effective Date") and ending on May 31, 2027 ("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 six thousand five hundred fifty-three dollars (\$6,553.00) ("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:

Kimberly Wires, Archives Development Program
 Tennessee State Library and Archives
 1001 Rep. John Lewis Way North
 Nashville, TN 37219

- 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: Office of the Secretary of State, Tennessee State Library and Archives.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may 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:

Jami Awalt, Assistant State Archivist
Tennessee State Library and Archives
1001 Rep. John Lewis Way North
Nashville, TN 37219
jami.awalt@tnsos.gov
Telephone # 615-253-3458

The Grantee:

Ron Travis, Rhea County Executive

Rhea County Archives
 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 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 to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [Code of Federal Regulations: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl](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.
- D.37. Foreign Adversary Company Attestation. The Grantee attests that they are not a "Foreign adversary company" within the meaning of Pub. Ch. 768 (2026) and that the Grantee is not knowingly selling an information and communications technology final product or service within the meaning of Pub. Ch. 768 (2026).

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. 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. 4. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Department of Human Resources' Title VI Compliance Office, by completing all of the following items:
- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
 - b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
 - c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
 - d. Annually complete and submit a Title VI self-survey as supplied by State.
 - e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at: <https://sos.tn.gov/TitleVI>

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IN WITNESS WHEREOF,

RHEA COUNTY ARCHIVES:

Ron Travis

10-9-26

GRANTEE SIGNATURE

DATE

Ron Travis

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE STATE LIBRARY AND ARCHIVES:

JAMES RITTER, STATE LIBRARIAN AND ARCHIVIST

DATE

OFFICE OF THE SECRETARY OF STATE:

TRE HARGETT, SECRETARY OF STATE

DATE

MR

ATTACHMENT 1

GRANT BUDGET				
Archives Development Direct Grants				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:	BEGIN: August 15, 2026	END: May 31, 2027		
	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	0.00	0.00	0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$6,553.00	0.00	\$6,553.00
	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	\$6,553.00	0.00	\$6,553.00

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/general-services/procurement/central-procurement-office--cpo--library-.html>).

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

RESOLUTION NO. _____

RESOLUTION APPROVING THE EXPENDITURE OF \$2,453.50 FROM THE HOTEL/MOTEL TAX FUND AND THE CITY OF DAYTON TO PROVIDE \$2,453.50 FOR A TOTAL SUM OF \$4,907.00 TO BE USED FOR LODGING EXPENSES FOR ARMY BASS ANGLERS WHILE IN RHEA COUNTY TO OBTAIN PUBLICITY CONTENT FOR DISTRIBUTION TO APPROXIMATELY 1.4 MILLION VIEWERS, AND AUTHORIZING THE COUNTY EXECUTIVE TO TAKE ALL NECESSARY ACTIONS

WHEREAS, Rhea County levies a hotel/motel occupancy tax, the proceeds of which are designated for tourism development and economic development purposes; and

WHEREAS, the Board of Commissioners finds that promotion of outdoor recreation, bass fishing, and related tourism activities in Rhea County, including Lake Chickamauga and Watts Bar Lake, serves a public purpose by attracting visitors, supporting local businesses, and generating economic activity; and

WHEREAS, Army Bass Anglers, an organization associated with military veterans and outdoor sports content, will be in Rhea County for the purpose of obtaining publicity content, including video, photography, and related media, highlighting the County's fishing and recreational opportunities; and

WHEREAS, such publicity content is expected to be distributed to approximately 1.4 million viewers, thereby providing substantial exposure and promotional value for Rhea County as a destination for outdoor recreation and tourism; and

WHEREAS, the Board of Commissioners desires to approve the expenditure of the sum of \$2,453.50 from the Hotel/Motel Tax Fund and the City of Dayton to provide the sum of \$2,453.50 for a total sum of \$4,907.00 to be used for lodging expenses for Army Bass Anglers while in Rhea County for the purpose of obtaining said publicity content; and

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

Section 1. Approval of Expenditure. The Board of Commissioners hereby approves the expenditure of the sum \$2,453.50 from the Hotel/Motel Tax Fund for lodging for Army Bass Anglers while in Rhea County obtaining publicity content for distribution to approximately 1.4 million viewers, which expenditure is determined to promote tourism and serve a public purpose.

Section 2. Authorization to County Executive. The County Executive is hereby authorized and directed to expend said funds from the Hotel/Motel Tax Fund, to execute any necessary agreements, invoices, or other documents related to the lodging arrangements, and to take all actions necessary or desirable to implement this Resolution in accordance with applicable law.

BE IT FURTHER RESOLVED that 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 _____ day of _____, 2026.

Nos. 182991-01-01, 182991-02-01, and 182991-03-01, each dated October 9, 2026, prepared for Jerry Lamb, in the aggregate amount not to exceed \$97,262.38 (plus any applicable taxes if not exempted), subject to the terms and conditions stated in the quotes, including but not limited to the Cash With Order requirements for the grant on Quote No. 182991-01-01, materials-only provisions, and installation conditions.

Section 2. Authorization to County Executive and Finance Director. The County Executive and/or the Finance Director is hereby authorized and directed to execute all necessary purchase orders, acceptance documents, contracts, and any other documents required to accept and complete the purchases and installation under the approved quotes, to take all actions necessary or desirable to implement this Resolution, and to expend County funds, including Three Star Grant Funds, for such purpose in accordance with applicable law and budgetary appropriations.

Section 3. Use of Three Star Grant Funds. The Board of Commissioners hereby authorizes and directs that Three Star Grant Funds be used to fund all or a portion of the costs of the playground equipment, surfacing, borders, and installation services approved by this Resolution, to the extent such funds are available and eligible for such purpose.

BE IT FURTHER RESOLVED that 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 _____ day of _____, 2026.

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

RESOLUTION APPROVING THE EXPENDITURE OF THE SUM OF \$1,000.00 FROM THE HOTEL/MOTEL TAX FUND FOR ADVERTISING RHEA COUNTY IN CONNECTION WITH THE VETERAN'S DAY LUNCHEON ON NOVEMBER 4, 2026, ORGANIZED BY THE RHEA HERALD NEWS, AND AUTHORIZING THE COUNTY EXECUTIVE TO TAKE ALL NECESSARY ACTIONS

WHEREAS, Rhea County levies a hotel/motel occupancy tax, the proceeds of which are designated for tourism development and economic development purposes; and

WHEREAS, the Rhea Herald News has organized an annual Veteran's Day Luncheon to be held on November 4, 2026, which event honors veterans and provides an opportunity to promote Rhea County; and

WHEREAS, advertising Rhea County in connection with the Veteran's Day Luncheon will promote the County as a destination, support community events, attract visitors, and further tourism and economic development purposes consistent with the authorized uses of the Hotel/Motel Tax Fund; and

WHEREAS, the Board of Commissioners desires to approve the expenditure of the sum of One Thousand Dollars (\$1,000.00) from the Hotel/Motel Tax Fund for advertising Rhea County for the benefit of the Veteran's Day Luncheon on November 4, 2026, organized by the Rhea Herald News; and

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

Section 1. Approval of Expenditure. The Board of Commissioners hereby approves the expenditure of the sum of One Thousand Dollars (\$1,000.00) from the Hotel/Motel Tax Fund for advertising Rhea County in connection with the Veteran's Day Luncheon on November 4, 2026, organized by the Rhea Herald News, which expenditure is determined to promote tourism and serve a public purpose.

Section 2. Authorization to County Executive. The County Executive is hereby authorized and directed to expend said funds from the Hotel/Motel Tax Fund, to execute any necessary agreements, invoices, or other documents related to the advertising, and to take all actions necessary or desirable to implement this Resolution in accordance with applicable law.

Section 3. Reporting and Accountability. Appropriate documentation of the expenditure and the promotional benefit derived therefrom shall be maintained in the records of the County.

BE IT FURTHER RESOLVED that 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 _____ day of _____, 2026.

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE FINANCE DIRECTOR/PERSONNEL DEPARTMENT TO OFFER AIRMEDCARE NETWORK MEMBERSHIP PROGRAMS TO RHEA COUNTY EMPLOYEES VIA PAYROLL DEDUCTION

WHEREAS, AirMedCare Network, an alliance of affiliated air ambulance providers, has proposed membership programs for emergency air medical transport and non-emergent Fly-U-Home transport services, to be offered to employees of Rhea County Government on a payroll deduction basis; and

WHEREAS, these membership programs provide prepaid protection against certain out-of-pocket air ambulance costs not covered by insurance or other benefits, subject to the terms and conditions of the membership agreements (Plan Code 21550 for AirMedCare Network Membership and Plan Code 21551 for AMCN Fly-U-Home); and

WHEREAS, offering such optional benefits at no cost to the County (as fees are paid entirely by participating employees through payroll deduction) is beneficial for employee welfare; and

WHEREAS, the Board of Commissioners of Rhea County finds it appropriate to authorize the offering of these programs to all eligible county employees.

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

1. The Finance Director/Personnel Department are hereby authorized and directed to offer the AirMedCare Network Membership for Payroll Deduct Only (Plan Code 21550) and the AirMedCare Network Membership for Payroll Deduct Only – AMCN Fly-U-Home (Plan Code 21551) to all eligible employees of Rhea County Government on a voluntary basis.
2. Participation shall be entirely voluntary. Employees electing to participate must complete the required individual membership applications, and the fees shall be collected solely through payroll deduction and remitted to AirMedCare Network in accordance with the terms of the agreements.
3. The County Executive, Finance Director, or their designees are hereby authorized to execute the necessary agreements with AirMedCare Network and to take all actions necessary to implement and administer this payroll deduction program.
4. The County shall not be responsible for any membership fees, and this program shall not decrease any historical air ambulance coverage benefit or reimbursement amount applicable to the Participants.

BE IT FURTHER RESOLVED that 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 _____ day of _____, 2026.

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk



Plan Code: 21550

**AirMedCare Network Membership for Payroll Deduct Only
For Rhea County Government**

Organization: Rhea County Government
Address: 375 Church St Suite 200
Dayton, TN 37321
Contact: Ralph Beck
Phone: 423-775-7803
Email: financedirector@rheacounty.gov
County: Rhea

Membership Sales Manager/Base: Brandon Johnson/UT LifeStar V

Participants:

1. The Organization is collecting by payroll deduction the fees shown below from the individuals (Participants) listed on a Participant List (to be provided after Participants complete individual membership applications) and remitting such fees to AirMedCare Network so the Participants can be members of the AirMedCare Network, an alliance of affiliated air ambulance providers *(each a "Company") as provided in this Agreement.
 - o A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
 - o Each Participant must submit a completed membership application to AirMedCare Network.
2. For annual payment plans, the Organization may later add a Participant by providing AirMedCare Network with the following for the new Participant: (a) a completed application and (b) a pro-rated payment based on the number of months remaining under this Agreement.
3. For monthly payment plans, the current Participant List must be submitted with each monthly payment to ensure proper application of the fees.

Fees and Payment:

No. of Participants in Initial Group	Rates	Total
_____	1 Year Membership Participant(s)	\$ 60.00 \$ -
_____	3 Year Membership Participant(s)	\$ 150.00 \$ -
_____	5 Year Membership Participant(s)	\$ 220.00 \$ -
_____	10 Year Membership Participant(s)	\$ 435.00 \$ -
	Total	\$ -

General Provisions:

1. Participant memberships will be effective upon AirMedCare Network's receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) membership applications completed by the Participants. Memberships will automatically expire without notice (i) after one year for annual payment plans, and (ii) after one month for monthly payment plans; however, a 60 day grace period will apply if a membership renewal payment is received within such grace period. No refunds.
2. AirMedCare Network agrees that Participant Lists and membership applications (a) will be used by AirMedCare Network only for the purpose of delivering AirMedCare Network services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
3. This Agreement will automatically renew on its anniversary date (annually or monthly, as applicable), if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by AirMedCare Network before expiration of the grace period. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party, but termination will not affect issued memberships.
4. The Organization shall not decrease the historical air ambulance coverage benefit or reimbursement amount applicable to the Participants. Any such action will be a material breach of this Agreement and AirMedCare Network may immediately terminate this Agreement and pursue any other remedies available at law or in equity.
5. The Organization acknowledges and understands that each Participant must agree to the Terms and Conditions attached hereto as **Exhibit A** to become a member of the AirMedCare Network. However, the Organization and AirMedCare Network hereby acknowledge and agree that the terms and conditions set forth

Page 1 of 5



Initial 



in Exhibit A shall not govern or control the relationship or interpretation of this Agreement between the Organization and AirMedCare Network.

6. For installment payment plans, Participant memberships will be effective upon AirMedCare Network's receipt of the first installment payment; provided, however, that AirMedCare Network may terminate Participant memberships if the Organization fails to timely submit each subsequent installment payment due hereunder as provided above.

Agreed to by:

Signature

Printed Name

Title

Organization Name

Date

Signature

Matt Muse

Printed Name

Vice President of GMR Membership

Title

Membership

Division

Date



Initial



Exhibit A Terms and Conditions

AirMedCare Network ("AMCN") is an alliance of affiliated emergency air ambulance providers* (each a **Provider**). Your AMCN membership automatically enrolls you as a member in each Provider's membership program. Membership ensures that you will have no out-of-pocket flight expenses if flown by a Provider by providing prepaid protection against a Provider's air ambulance costs that are not covered by any insurance, benefits, or third-party responsibility available to you, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by the AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown. Emergent ground ambulance transport of a member by an AMCN Provider, in connection with an emergent air ambulance transport by a Provider, will be covered under these same terms and conditions.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider's control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.

3. Members who have any insurance or other benefits available to them, or third party responsibility (or liability) claims, that cover in any way the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage or recovery. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or other third-party responsibility available to the member to have been fully prepaid. "**Insurance**" or "**benefits**" means any and all types of insurance or benefits without any limitation. By way of example only, such "insurance" or "benefits" include medical benefits available under health insurance, automobile insurance, homeowners insurance, workers compensation, and government insurance or benefits programs. Further, the terms "insurance" or "benefits" include any insurance or benefits that are owned by a member (or that are written or held in a member's name), as well as any insurance or benefits owned by someone else (or that are written or held in someone else's name) that provide coverage, to any extent, for the services provided by the AMCN Provider to a member. "Third-party responsibility" means any amounts that any third-party is required to pay to a member because of or related to the AMCN Provider's services rendered to the member. The AMCN Provider reserves the right to seek payment directly from any available insurance, benefits provider, or third party for services rendered to a member (to the same extent it could do so for any non-member patient), and members authorize all available insurers, benefits providers, and responsible third parties to pay any covered amounts directly to the AMCN Provider.

4. Members agree to remit to the AMCN Provider any payment received from any insurance, benefit providers, or any third party for any services provided by the AMCN Provider, not to exceed the amount charged by the AMCN Provider, including (but not limited to) instances in which payment for an AMCN Provider's services is made via settlement with any insurers, benefit providers, or third parties found responsible for a member's injury or condition leading to the air medical services provided by the AMCN Provider. Remitting such payments are not member out-of-pocket expenses because such payments originated from third parties only because of the air medical services provided to the member. Failure by a member to remit such payments constitutes a material breach of these terms and conditions and authorizes the Provider to seek full payment for its services from the member.





5. Neither the Providers nor AMCN is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Providers nor AMCN will be responsible for payment for services provided by another ambulance service.**

6. Membership starts 15 days after AMCN receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.

7. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Providers that they are not Medicaid beneficiaries.

8. LIMITATION OF LIABILITY. THE LIABILITY OF AMCN AND THE PROVIDERS, AND THE DAMAGES AVAILABLE TO A MEMBER, FOR BREACH OF THESE TERMS AND CONDITIONS IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED (A) ANY AMOUNT ACTUALLY RECEIVED BY AMCN OR ANY PROVIDER IN VIOLATION OF THESE TERMS AND CONDITIONS AND (B) THE MEMBERSHIP FEE PAID BY THE MEMBER FOR THE APPLICABLE MEMBERSHIP TERM. IN NO EVENT SHALL AMCN OR ANY PROVIDER BE LIABLE TO A MEMBER UNDER THESE TERMS AND CONDITIONS PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM OR THESE TERMS AND CONDITIONS, EVEN IF AMCN OR A PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MEMBER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS REFLECT AN ALLOCATION OF RISK SET FORTH IN THESE TERMS AND CONDITIONS AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.

9. Any and all matters arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Missouri without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, the Providers and you agree that this contract does not incorporate any such common law duties or state laws.

10. **ARBITRATION AGREEMENT.** Any controversy or claim arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("**Rules**"), as modified by these terms and conditions. The place of arbitration will be St. Louis, Missouri. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM.** The arbitrator is not authorized to award attorney's fees and costs or equitable relief. In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or





AMCN and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.

11. These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC – These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.





Plan Code: 21551

**AirMedCare Network Membership for Payroll Deduct Only
For Rhea County Government**

Organization: Rhea County Government
Address: 375 Church St Suite 200
Dayton, TN 37321
Contact: Ralph Beck
Phone: 423-775-7803
Email: financedirector@rheacounty.gov
County: Rhea

Membership Sales Manager/Base: Brandon Johnson/ UT LifeStar V

Participants:

1. The Organization is collecting by payroll deduction the fees shown below from the individuals (Participants) listed on the attached Participant List become members of AMCN Fly-U-Home, which provides non-emergent patient transports in qualifying situations (see terms and conditions section)
 - o A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
 - o Each Participant must submit a completed AMCN Fly-U-Home membership application to AirMedCare Network.
2. The Organization may later add a Participant by providing AirMedCare Network with the following for the new Participant: (a) a completed application and (b) a pro-rated payment based on the number of months remaining under this Agreement.

Fees and Payment:

No. of Participants in Initial Group	<u>Rates</u>		<u>Total</u>
	1 Year Membership Participant(s)	\$ 136.00	\$ -
	3 Year Membership Participant(s)	\$ 228.00	\$ -
	5 Year Membership Participant(s)	\$ 352.00	\$ -
	10 Year Membership Participant(s)	\$ 648.00	\$ -
	Total	\$	\$ -

General Provisions:

1. Participant memberships will be effective upon AirMedCare Network's receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) membership applications completed by the Participants.
2. AirMedCare Network agrees that Participant Lists and membership applications (a) will be used by AirMedCare Network only for the purpose of delivering AMCN Fly-U-Home services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
3. This Agreement will automatically renew on its anniversary date (annually or monthly, as applicable), if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by AirMedCare Network before expiration date. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party, but termination will not affect issued memberships. No refunds.
4. The Organization acknowledges and understands that each Participant must agree to the Terms and Conditions attached hereto as **Exhibit A** to become a member of the AirMedCare Network. However, the Organization and AirMed hereby acknowledge and agree the terms and conditions set forth in Exhibit A shall not govern or control the relationship or interpretation of this Agreement between the Organization and AirMedCare Network.



Agreed to by:

Signature

Printed Name

Title

Organization Name

Date

Signature

Matt Muse

Printed Name

Vice President of GMR Membership

Title

Membership

Division

Date



AMCN Fly-U-Home and Fly-U-Home International* Master Terms and Conditions

The following terms and conditions apply to both AMCN Fly-U-Home and Fly-U-Home International memberships.

1. Qualifications, Limitations and Exclusions. Membership is subject to the following qualifications, limitations and exclusions:

Waiting Periods. For the first 30 days of membership, a member may not be eligible for a transport due to illness or injury if the member was hospitalized for the same or a related condition within 30 days prior to the membership effective date.

Ineligible and Excluded Transports. A member being evaluated for or on an organ transplant list prior to enrollment will not be entitled to a transport for conditions related to that transplant. A member who is hospitalized at the time of enrollment will not be eligible for transport benefits for that hospitalization and may not be accepted for membership entirely.

Maximum Number of Transports. Membership covers up to two separate transports per year per membership (in total for all members covered under one membership); however, if multiple members who are covered under one membership require simultaneous transport, then each such member will be limited to that one transport.

Locations Inaccessible by Fixed Wing Aircraft. Both the originating and receiving hospital must be reasonably accessible by ground ambulance to transport the member to and from an airfield capable of accommodating an AirMed or one of its authorized affiliates aircraft. The cost associated with transportation from isolated areas or islands to an airport accessible to AirMed aircraft is not included in the membership and will be the responsibility of the member. Membership benefits do not include helicopter transportation.

High Risk / Safety Medical Restrictions. In conjunction with FAA, U.S. State Department and other regulatory standards, and AirMed safety standards, a member will not be entitled to air medical transport if the member's illness or injury is a result of or is contributed to by the following: (i) suicide or attempted suicide or intentional self-injury; (ii) a member's own criminal or felonious act; (iii) actions taken while the member is in a state of insanity; (iv) war, invasion, civil war or terrorism; or (v) contagious airborne pathogens. A member suffering from a psychiatric or mental disorder that is not manageable and will not allow safe transport within the confines of the ground ambulance and aircraft may not be transported. A member beyond the second trimester of pregnancy may not be transported if the transport request relates to the pregnancy.

Term; Cancellation; No Refunds. The length of the membership term will be as specified in the membership application and will begin on the enrollment date, which is the date on which the enrollment application is received and payment is successfully processed. A renewal within a current membership term extends the existing expiration date of the membership by the membership term selected; such renewal term begins the day after the current term ends. When an expired membership is renewed, the new membership term as selected by the member, will begin on the purchase date of the renewal.

AirMed reserves the right to terminate any membership immediately if (i) the annual billing is not paid in full, in accordance with the payment plan that the member selects or (ii) AirMed does not receive payment for other reason.

2. Any and all matters arising out of or relating to the membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Alabama without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, AirMed and you agree that this contract does not incorporate any such common law duties or state laws.

3. ARBITRATION AGREEMENT. Any controversy or claim arising out of or relating to the membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("Rules"), as modified by these terms and conditions. The place of arbitration will be Birmingham, Alabama. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS**



ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. The arbitrator is not authorized to award attorney's fees and costs or equitable relief. In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact AirMed and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.

These terms and conditions supersede all previous terms and conditions between a member and AirMed, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President of AirMed, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

* * * *

AirMedCare Network* Fly-U-Home U.S. Domestic Membership Specific Terms and Conditions

The following terms and conditions apply to AirMedCare Network Fly-U-Home membership only.

1. Member Eligibility. A member must be a natural person who resides in the Contiguous 48 States, meaning the United States of America, excluding the states of Alaska and Hawaii, and excluding all territories and possessions. A member's residence must be listed on the member's enrollment application. Requests for changes to a member's residence must be submitted in writing to AirMed. The benefits of the membership extend to the designated primary member and all persons who dwell in a shared living space with the primary member and who are named in the enrollment application. Membership commences after a completed enrollment application and full payment has been received.

2. Air Medical Transport: Arrangements, Suitability and Additional Passengers. If (1) an AirMedCare Network Fly-U-Home member is admitted to a hospital in the Contiguous 48 States that is more than 150 nautical miles (or approximately 172.6 statute miles) from the member's residence and (2) it is determined by the member's physician and AirMed's medical director that the member's medical condition is stable enough to allow air transport but that medical escort is required, then, at the member's request, AirMed will provide the member with private air medical transport or, if appropriate, commercial airline transport with medical escort. Transport will be provided on a bedside- to-bedside basis to a hospital of the member's choice that has accepted the member as a patient and is within the locality of the member's residence, subject to the membership terms and conditions.

3. Transport of Mortal Remains. If a member dies within the Contiguous 48 States while traveling more than 150 nautical miles (or approximately 172.6 statute miles) from the member's residence, at the request of the member's family, AirMed will arrange for the return of the member's mortal remains to a funeral facility in the city of the member's residence within the Contiguous 48 States.

* * * *

Fly-U-Home International* Specific Terms and Conditions

The following terms and conditions apply to Fly-U-Home International membership only.

1. Member Eligibility. A member must reside in the United States. References to "United States" in these terms and conditions and the description of benefits means the 50 United States, but no other United States territories or possessions. A member's residence must be listed on the member's enrollment application. Requests for changes to a member's residence must be submitted in writing to AirMed. If for any reason the law of another country is found to apply to a membership, then such membership will be void and the member's sole remedy will be a refund of the membership fee applicable to such membership. Members must be natural persons.



2. Air Medical Transport: Arrangements, Suitability and Additional Passengers. AirMed will make all arrangements for each air medical transport, including timing of the transport, type of aircraft, etc. This is a membership program that provides pre-paid medical transportation and is not an insurance plan. AirMed will not reimburse members for medical, medical transport or related expenses they incur on their own.

Decisions regarding urgency of transport, the best timing and the most suitable means of transportation will be made by the AirMed medical department after consultation with the local attending physician and the member's receiving physician. AirMed membership does not cover emergent patient transports. If emergent medical treatment or transportation is needed, a member should contact appropriate local authorities for assistance. If, after a member receives such local emergent medical treatment or transportation while traveling more than 150 miles from the member's residence, the member is admitted to a local hospital, then the member may qualify for repatriation benefits under the AirMed membership. In addition, a member with mild lesions, simple injuries such as sprains, simple fractures or mild conditions which can be treated by local doctors and do not prevent the member from continuing his or her trip or returning home does not qualify for air medical transport. All decisions made by the AirMed medical department are final.

Due to the limited medical facilities and testing available on cruise ships, in some cases the AirMed Medical Director may require the member to be admitted to a hospital on-shore before dispatching the AirMed aircraft.

3. Qualifications, Limitations and Exclusions. Membership is subject to the following qualifications, limitations and exclusions:

Ineligible and Excluded Transports. A member traveling outside of the United States for the sole purpose of seeking medical treatment, whether inpatient or outpatient, experimental or otherwise, will not be eligible for air medical transport benefits for that specific medical condition.

Extended Travel Limitation. AirMed membership is valid for unlimited U.S. travel and international travel with a limit of 90 days of unbroken travel per trip. For international travel in excess of 90 days of unbroken travel per trip, AirMed offers an Expatriate membership.

High Risk / Safety Travel Restrictions. Due to the high risk of sending U.S. registered aircraft and personnel into countries or geographic regions where the U.S. State Department, Department of Transportation, or the Federal Aviation Administration (FAA) has issued travel restrictions, membership services are not available in these areas.

* AirMedCare Network® is a registered service mark of Air Medical Group Holdings LLC. All AMCN Fly-U-HomeSM and Fly-U-Home International membership benefits are offered and provided by AirMed International LLC, an FAA Part 135 operator. All aircraft services are provided by AirMed International LLC, an FAA Part 135 operator, EagleMed LLC, an FAA Part 135 operator, both subsidiaries of Air Medical Group Holdings LLC, or a certified FAA Part 135 substitute air carrier engaged by AirMed International LLC.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EMERGENCY MANAGEMENT DIRECTOR TO PREPARE AND SUBMIT AN APPLICATION FOR THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT

WHEREAS, the Firehouse Subs Public Safety Foundation offers a competitive grant program providing funding of up to Forty Thousand Dollars (\$40,000) per individual agency application for critical public safety equipment and infrastructure, with no local matching funds required beginning January 14, 2027; and

WHEREAS, eligible procurement items under the Firehouse Subs Public Safety Grant Program include lifesaving tools such as extrication gear and automated external defibrillators, specialized response assets such as thermal imaging cameras and rescue boats, and first responder protective gear including turnout gear and communications equipment; and

WHEREAS, the application portal for each quarterly funding cycle is subject to a national cap of six hundred (600) submissions and closes immediately upon reaching that threshold, necessitating that complete application materials be prepared in advance for immediate submission upon portal opening; and

WHEREAS, the Rhea County Emergency Management Director has identified needs for eligible public safety equipment that would enhance emergency response capabilities for the citizens of Rhea County at no cost to local taxpayers; and

WHEREAS, the Board of County Commissioners of Rhea County finds it in the best interest of the County to authorize the preparation and timely submission of a competitive grant application for this purpose;

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

1. The Emergency Management Director is hereby authorized to prepare, finalize, and submit a competitive application to the Firehouse Subs Public Safety Foundation for grant funding in an amount not to exceed Forty Thousand Dollars (\$40,000) for eligible public safety equipment consistent with the program guidelines.
2. The Emergency Management Director is further authorized to execute all necessary application materials, obtain required formal vendor quotes with exact shipping costs, complete county financial declarations, and take all other actions reasonably necessary to complete and submit the application within the critical opening minutes of the next quarterly funding portal.
3. Any grant funds awarded pursuant to this authorization shall be accepted and utilized solely for the purposes set forth in the grant award and in accordance with all applicable Firehouse Subs Public Safety Foundation program requirements and Rhea County policies.

BE IT FURTHER RESOLVED that 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 ____ day of _____, 2026.

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EMERGENCY MANAGEMENT DIRECTOR TO APPLY FOR THE 2026 VOLUNTEER FIRE ASSISTANCE (VFA) PROGRAM GRANT ADMINISTERED BY THE TENNESSEE DEPARTMENT OF AGRICULTURE, DIVISION OF FORESTRY

WHEREAS, the Tennessee Department of Agriculture, Division of Forestry, administers the Volunteer Fire Assistance (VFA) Program, a federally-supported initiative designed to strengthen the wildland firefighting capacity of rural volunteer fire departments; and

WHEREAS, eligible volunteer fire departments may receive a Wildland Fire Suppression Kit consisting of NWCG-standard personal protective equipment (PPE) and wildland firefighting tools, valued at approximately \$3,000, at no cost to the department and with no local match required; and

WHEREAS, the application window for the 2026 VFA Program is open from November 15, 2026, through December 15, 2026, with a deadline of December 1, 2026, to submit any new or updated Memoranda of Understanding (MOUs) with the Division of Forestry; and

WHEREAS, participation in the VFA Program will strengthen rural wildland fire response capacity in Rhea County at zero cost to the County or its volunteer fire departments, equip volunteers with NWCG-standard protective gear for wildland-urban interface incidents, complement free wildland fire training programs, and support mutual aid cooperation; and

WHEREAS, the Board of Commissioners finds it to be in the best interest of Rhea County and its citizens to authorize application for and participation in the 2026 Volunteer Fire Assistance Program for the benefit of eligible Rhea County Volunteer Fire Departments;

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

1. That the Emergency Management Director, Brad Harrison, is hereby authorized to apply for the 2026 Volunteer Fire Assistance (VFA) Program grant administered by the Tennessee Department of Agriculture, Division of Forestry, on behalf of eligible Rhea County Volunteer Fire Departments.
2. That the Emergency Management Director is further authorized to take all necessary actions to ensure compliance with program requirements, including verification of eligibility, preparation and submission of any required Memoranda of Understanding (MOUs) by the December 1, 2026 deadline, and submission of grant applications between November 15 and December 15, 2026.
3. That the Emergency Management Director is authorized to coordinate with Rhea County Volunteer Fire Departments and the Tennessee Department of Agriculture, Division of Forestry, regarding receipt, distribution, and use of any awarded Wildland Fire Suppression Kits.
4. That the County Executive and other appropriate County officials are authorized to execute any documents and take any further actions reasonably necessary to carry out the intent of this Resolution.

BE IT FURTHER RESOLVED that 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 _____ day of _____, 2026.

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

RESOLUTION ACCEPTING AND APPROVING A GRANT CONTRACT FROM THE STATE OF TENNESSEE, DEPARTMENT OF SAFETY AND HOMELAND SECURITY, FOR THE ENFORCEMENT OF TENNESSEE DRIVING UNDER THE INFLUENCE LAWS, PROVIDING FOR OVERTIME PAY FOR EMPLOYEES OF THE RHEA COUNTY SHERIFF'S DEPARTMENT, AND AUTHORIZING EXECUTION OF SAID GRANT CONTRACT

WHEREAS, the Rhea County Sheriff's Department has been awarded a Governmental Grant Contract by the State of Tennessee, Department of Safety and Homeland Security, in the total amount of Fifteen Thousand and No/100 Dollars (\$15,000.00) for the Enforcement of Tennessee Driving Under the Influence Laws; and

WHEREAS, said Grant Contract is a cost reimbursement grant contract with a federal or Tennessee local governmental entity (Assistance Listing Number 20.607), Agency Tracking Number Z27THS226, Edison ID 91719 (ID), Edison Vendor ID 0000002742, with a Begin Date of October 01, 2026, and an End Date of September 30, 2027; and

WHEREAS, the Grant Budget allocates Fourteen Thousand Five Hundred and No/100 Dollars (\$14,500.00) to Salaries, Benefits & Taxes (primarily for overtime pay for employees of the Sheriff's Department engaged in impaired driving countermeasures and DUI enforcement activities) and Five Hundred and No/100 Dollars (\$500.00) to Travel, Conferences & Meetings, with no Grantee participation or matching funds required; and

WHEREAS, the Scope of Services includes undertaking Impaired Driving Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan, which may include law enforcement activities to decrease the number of DUI crashes, training, toxicology testing, and other related programs; and

WHEREAS, the Board of Commissioners of Rhea County finds that acceptance and approval of this Grant Contract is in the best interest of the citizens of Rhea County, as it will support enhanced enforcement of DUI laws and improve highway safety at no additional cost to the County;

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

Section 1. The Board of Commissioners hereby accepts and approves the Grant Contract between the State of Tennessee, Department of Safety and Homeland Security, and the Rhea County Sheriff's Department, for the Enforcement of Tennessee Driving Under the Influence Laws, in the total Grant Contract Amount of \$15,000.00, for the Applicable Period beginning October 01, 2026, and ending September 30, 2027.

Section 2. The Board of Commissioners hereby authorizes and directs that the grant funds allocated to Salaries, Benefits & Taxes be used primarily for overtime pay for employees of the Rhea County Sheriff's Department engaged in the scope of services and deliverables set forth in the Grant Contract, including law enforcement activities to decrease the number of DUI crashes and related impaired driving countermeasures.

Section 3. The County Executive is hereby authorized and directed to execute the Grant Contract and any related documents on behalf of Rhea County, and to take all other

actions necessary and proper to implement, administer, and comply with the Grant Contract, including the preparation and submission of claims and status reports as required.

Section 4. The Rhea County Sheriff's Department is authorized to expend the grant funds in accordance with the approved Grant Budget, the terms of the Grant Contract, and all applicable state and federal regulations.

BE IT FURTHER RESOLVED that 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 ____ day of _____, 2026.

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk



GOVERNMENTAL GRANT CONTRACT

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

Begin Date October 01, 2026	End Date September 30, 2027	Agency Tracking # Z27THS226	Edison ID 91719 (ID)																										
Grantee Legal Entity Name Rhea County Sheriff's Department			Edison Vendor ID 0000002742																										
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number 20.607 Grantee's fiscal year end June 30																											
Service Caption (one line only) Enforcement of Tennessee Driving Under the Influence Laws																													
<table border="1"> <thead> <tr> <th>Funding — FY</th> <th>State</th> <th>Federal</th> <th>Interdepartmental</th> <th>Other</th> <th>TOTAL Grant Contract Amount</th> </tr> </thead> <tbody> <tr> <td>2027</td> <td>\$0.00</td> <td>\$15,000.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$15,000.00</td> </tr> <tr> <td colspan="6"> </td> </tr> <tr> <td>TOTAL:</td> <td>\$0.00</td> <td>\$15,000.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$15,000.00</td> </tr> </tbody> </table>						Funding — FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount	2027	\$0.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00							TOTAL:	\$0.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00
Funding — FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount																								
2027	\$0.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00																								
TOTAL:	\$0.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00																								
Grantee Selection Process Summary ☒ Competitive Selection Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN. ☐ Non-competitive Selection																													
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG																									
Speed Chart/Division Code		Account Code (optional)																											

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
RHEA COUNTY SHERIFF'S DEPARTMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Rhea County Sheriff's Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, 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. The Grantee shall undertake Impaired Driving Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; toxicology testing and training to reduce the backload of pending DUI cases, youth programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backload of DUI cases pending in courts.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.

- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee:
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurances in Appendix A, located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2026 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A. of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Safety and Homeland Security / Tennessee Highway Safety Office.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-item 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 written approval of the State in which the terms of the approved revisions are explicitly 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:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 741-2589

The Grantee:

Jesse Ailey, Sergeant
Rhea County Sheriff's Department
444 2nd Ave. (7800 Rhea County Hwy)
Dayton, Tennessee 37321
Email Address: jailey@rheacountytn.gov
Telephone #: (423) 775-7837

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 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 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: Code of Federal Regulations: 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.
- D.37. Foreign Adversary Company Attestation. The Grantee attests that they are not a "Foreign adversary company" within the meaning of Pub. Ch. 768 (2026) and that the Grantee is not knowingly selling an information and communications technology final product or service within the meaning of Pub. Ch. 768 (2026).

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. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

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>.)

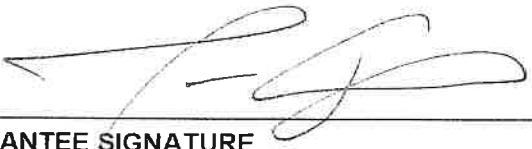
As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (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.

IN WITNESS WHEREOF,

RHEA COUNTY SHERIFF'S DEPARTMENT:



GRANTEE SIGNATURE
10/13/26

DATE
Jesse Ailey Traffic Sgt

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

Enforcement of Tennessee Driving Under the Influence Laws

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following
Applicable Period: BEGIN: October 01, 2026 END: September 30, 2027

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-11/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-library-.html>).

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

ATTACHMENT ONE
Page 2**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
\$0.00	\$0.00
TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
\$0.00	\$0.00
TOTAL	\$0.00

CAPITAL PURCHASE	AMOUNT
\$0.00	\$0.00
TOTAL	\$0.00

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Rhea County Sheriff's Department
Subrecipient's Unique Entity Identifier (SAM)	G61XDDVNMS74
Federal Award Identification Number (FAIN)	69A37527300001540TNA
Federal award date	October 01, 2026
Subaward Period of Performance Start and End Date	October 01, 2026 – September 30, 2027
Subaward Budget Period Start and End Date	October 01, 2026 – September 30, 2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.607 Alcohol-Impaired Driving Countermeasures
Grant contract's begin date	October 01, 2026
Grant contract's end date	September 30, 2027
Amount of federal funds obligated by this grant contract	\$15,000.00
Total amount of federal funds obligated to the subrecipient	\$15,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$18,000,000.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Enforcement of Tennessee Driving Under the Influence Laws
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
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 NO. _____

**RESOLUTION APPROVING AND ACCEPTING THE SAFE JOURNEY
RHEA COUNTY HIGHWAY SAFETY GRANT CONTRACT**

WHEREAS, the State of Tennessee, Department of Safety and Homeland Security, has awarded a cost-reimbursement grant contract to the Rhea County Sheriff's Department for the implementation of an Occupant Protection Highway Safety Project known as "Safe Journey Rhea County"; and

WHEREAS, said Grant Contract is identified by Agency Tracking Number Z27THS227 and Edison ID 91717 (OP), with a total grant amount of Seventy-Nine Thousand Nine Hundred Sixteen and 10/100 Dollars (\$79,916.10) in federal funds, covering the period from October 1, 2026, through September 30, 2027; and

WHEREAS, the grant will support occupant protection activities including child passenger safety centers, car seat installation and checkpoints, law enforcement activities related to seat belt and child restraint usage, NHTSA child passenger safety training and certification, and related evaluation activities, in accordance with the Tennessee Highway Safety Plan and Assistance Listing Number 20.616; and

WHEREAS, the Rhea County Sheriff's Department is designated as a subrecipient under the grant, and acceptance of the grant is in the best interest of the citizens of Rhea County for the promotion of highway safety; and

WHEREAS, the Board of Commissioners of Rhea County desires to approve and accept said Grant Contract and authorize the necessary officials to execute the same;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Rhea, State of Tennessee, that:

Section 1. The Grant Contract between the State of Tennessee, Department of Safety and Homeland Security, and the Rhea County Sheriff's Department, for the "Safe Journey Rhea County" Occupant Protection Highway Safety Project, in the amount of \$79,916.10, for the period October 1, 2026, through September 30, 2027, is hereby approved and accepted.

Section 2. The County Executive and/or the Sheriff of Rhea County, or their duly authorized designees, are hereby authorized and directed to execute the Grant Contract and any related documents necessary to effectuate acceptance of the grant, and to take all actions required for the proper administration and performance of the grant.

BE IT FURTHER RESOLVED that 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 ____ day of _____, 2026.

APPROVED:

Phillip Dunn, Chairman

Ron Travis, County Executive

ATTEST:

Linda Shaver, County Clerk



GOVERNMENTAL GRANT CONTRACT

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

Begin Date October 01, 2026	End Date September 30, 2027	Agency Tracking # Z27THS227	Edison ID 91717 (OP)		
Grantee Legal Entity Name Rhea County Sheriff's Department			Edison Vendor ID 0000002742		
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number 20.616 Grantee's fiscal year end June 30			
Service Caption (one line only) Safe Journey Rhea County					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2027		\$79,916.10			\$79,916.10
TOTAL:		\$79,916.10			\$79,916.10
Grantee Selection Process Summary					
☒ Competitive Selection			Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.		
☐ Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart/Division Code		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
RHEA COUNTY SHERIFF'S DEPARTMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Rhea County Sheriff's Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, 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. The Grantee shall undertake Occupant Protection Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan. Services may include child passenger safety centers that are equipped with personnel that can install and provide car seats, and conduct car seat safety checkpoints; law enforcement activities related to seat belt and child restraint usage; administering of curriculum for National Highway Traffic Safety Administration (NHTSA) child passenger safety training and certification; and evaluation of child passenger safety training and seat belt usage.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.

- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurances in Appendix A, located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSONGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2026 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Seventy-Nine Thousand Nine Hundred Sixteen Dollars and Ten Cents (\$79,916.10) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A. of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

- 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.

- 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 Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Safety and Homeland Security / Tennessee Highway Safety Office.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may 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.

- 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:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 741-2589

The Grantee:

Jesse Ailey, Sergeant
Rhea County Sheriff's Department
444 2nd Ave.
Dayton, Tennessee 37321
Email Address: jailey@rheacountytn.gov
Telephone #: (423) 775-7837

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 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 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: Code of Federal Regulations: 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.
- D.37. Foreign Adversary Company Attestation. The Grantee attests that they are not a "Foreign adversary company" within the meaning of Pub. Ch. 768 (2026) and that the Grantee is not knowingly selling an information and communications technology final product or service within the meaning of Pub. Ch. 768 (2026).

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. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

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.

IN WITNESS WHEREOF,

RHEA COUNTY SHERIFF'S DEPARTMENT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

ATTACHMENT ONE
Page 1

GRANT BUDGET				
Safe Journey Rhea County				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: October 01, 2026 END: September 30, 2027				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	\$58,916.10	\$0.00	\$58,916.10
	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$17,500.00	\$0.00	\$17,500.00
	Travel, Conferences & Meetings	\$3,500.00	\$0.00	\$3,500.00
	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	\$79,916.10	\$0.00	\$79,916.10

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/general-services/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
\$0.00	\$0.00
TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
\$0.00	\$0.00
TOTAL	\$0.00

CAPITAL PURCHASE	AMOUNT
\$0.00	\$0.00
TOTAL	\$0.00

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Rhea County Sheriff's Department
Subrecipient's Unique Entity Identifier (SAM)	G61XDDVNMS74
Federal Award Identification Number (FAIN)	69A3752730000405BTNH
Federal award date	October 01, 2026
Subaward Period of Performance Start and End Date	October 01, 2026 – September 30, 2027
Subaward Budget Period Start and End Date	October 01, 2026 – September 30, 2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.616 – National Priority Safety Programs
Grant contract's begin date	October 01, 2026
Grant contract's end date	September 30, 2027
Amount of federal funds obligated by this grant contract	\$79,916.10
Total amount of federal funds obligated to the subrecipient	\$79,916.10
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$1,500,000.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Safe Journey Rhea County
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
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)	0%