

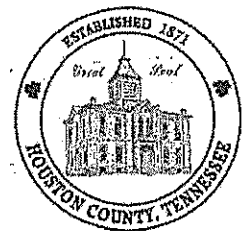
BE IT REMEMBERED THAT the Houston County Legislative Body met in a Special Called Meeting on June 20, 2023. Present and presiding was Joey Brake, County Mayor. Also attending were Robert R. Brown, County Clerk, Kevin Sugg, Sheriff, Charles Parks, County Attorney, Kris McAskill, Director of Schools, Teresa Alsobrooks, Highway Superintendent and James Stanley, Fire Chief. County Commissioners were: William Agy, Stephanie Smith, Randall French, Steve Hall, Glenn Baggett, Johnathon Floyd, Darrell Kingsmill, Howard Spurgeon, Vickie Reedy, Garet Mathis, Fred Richardson, Carter Cary and Robert Parchman.

MOTION by Randall French, second by Johnathon Floyd.

I move we approve the agenda.

MOTION PASSED

**AGENDA**  
**HOUSTON COUNTY LEGISLATIVE SPECIAL MEETING**  
**June 20, 2023**



- I. Call to Order**
- II. Roll Call**
- III. Agenda Approval**
- IV. Minutes Approval**
- V. Old Business**
  - 1. Southern Health Partners-Start Date Update
- VI. New Business**
  - 1. Resolution for Beginning Fund Balances
  - 2. Resolution for CDBG Fire Truck Purchase
  - 3. Resolution for Violent Crime Intervention Fund Grant
  - 4. Resolution for Continuing Budget and Tax Rate of Fiscal Year 2023
  - 5. Resolution for Litter Grant
- VII. Budget Amendments and Transfers**
  - 1. \$15,000 BA from Sheriff to Jail budget for cost overage for May and June
  - 2. \$15,000 BA from Sheriff to Jail budget for AC Unit
  - 3. \$25,000 BA Fair Board from Unassigned
  - 4. \$10,000 BA Dixie Youth from Unassigned
  - 5. \$583 BA Data Processing (Library Tech Grant)
  - 6. \$2188 BA Agricultural Extension Salary
  - 7. \$2820 BA Other Finance Contracts With Gov Agencies (TennCare)
  - 8. \$100 BA Jail Unemployment Compensation
  - 9. \$200 BA Veteran's Services Social Security
  - 10. \$200 BA Convenience Center In-Service Training
  - 11. Board of Education: In and Out of Category Amendments
  - 12. Highway Department: Budget Transfers and Amendments
- VIII. Adjourn**

MOTION by Darrell Kingsmill, second by Howard Spurgeon.

I move we approve the minutes.

MOTION PASSED

Joey Brake, County Mayor reported to this legislative body on Southern Health Partners Start Date Update.



Southern Health  
Partners

May 1, 2023

Houston County Board of Commissioners  
Houston County Courthouse  
4725 East Main Street  
Erin, TN 37061

Re: Health Services Agreement

Dear Board of Commissioners:

Southern Health Partners appreciates serving Houston County as the inmate healthcare services provider at the Jail and it will be our pleasure to continue serving you and the County. As we approach the annual rollover of the Health Services Agreement in July, I am providing this letter for your file and reference to acknowledge the new rates for the 2023-2024 contract period.

The base fee and per diem rate are scheduled to increase by 3% beginning on July 20, 2023, according to our Agreement with Houston County. Please look for the contract billing to adjust accordingly beginning with SHP's invoice for July 2023 services. The renewal pricing terms outlined below are based on the current program of services and the upcoming contract change from contract amendment No. 1 effective May 22, 2023, for an increase to forty (40) nursing hours per week.

Contract Period: July 20, 2023 through July 19, 2024	
Base annualized fee:	\$164,923.44 (\$13,743.62 per month)
Per diem greater than 40:	\$1.37
Annual outside cost pool limit:	\$30,000.00 (with 100% refund provision)

Except as modified above, or as may be further amended or modified by mutual written agreement between the parties, all provisions of the contract will remain in full force and effect through the 2023-2024 renewal period. If you should have any questions or would like to discuss the contract, then please contact me directly at 423-553-5635, ext. 9-22 or by email at [jeanette.rodriquez@southernhealthpartners.com](mailto:jeanette.rodriquez@southernhealthpartners.com).

We look forward to another year of providing services for Houston County.

Sincerely,

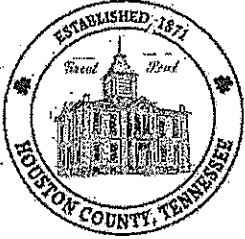
SOUTHERN HEALTH PARTNERS, INC.

*Jeanette Rodriguez*

Jeanette Rodriguez  
Contracts Administrator

cc: Kevin Sugg, Sheriff

I make a motion to approve.

MOTION PASSED**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION FOR THE HOUSTON COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE AN AMENDMENT TO THE ESTIMATED BEGINNING FUND BALANCES FOR HOUSTON COUNTY FUNDS FOR FISCAL YEAR 2022-2023**

**WHEREAS**, the Board of County Commissioners of Houston County, Tennessee at the June 21, 2022 adopted the budget for Houston County, for fiscal 2022-2023; and,

**WHEREAS**, the said Board of County Commissioners of Houston County, Tennessee must authorize and approve changes and amendments of the said budget of Houston County; and,

**WHEREAS**, it is necessary and appropriate that the said budget of Houston County be amended to thereby correct the estimated beginning fund balances.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of the Houston County, Tennessee assembled in special session of this the 20th day of June, 2023, a majority or more of said membership concurring, that the estimated beginning fund balances for Houston County funds be hereby amended to:

Fund 101	\$1,837,110	General
Fund 116	\$ 122,095	Solid Waste
Fund 122	\$ 213,511	Drug Fund
Fund 151	\$ 333,903	Debt Services
Fund 172	\$ 3,487	Community Development
Fund 201	\$ 16,316	Hospital

**BE IT FURTHER RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED \_\_\_\_\_ ✓

Robert Brown, County Clerk

APPROVED \_\_\_\_\_ ✓

Joey Brake, County Mayor

MOTION by Randall French, second by Howard Spurgeon.

I make a motion to approve.

MOTION PASSED

**Houston County Tennessee**

**CDBG FIRE TRUCK PURCHASE – OVERMATCH APPROVAL**

**RESOLUTION No. \_\_\_\_\_**

**WHEREAS**, the Tennessee Community Development Block Grant (CDBG) Program has been established to assist local governments in meeting community development and housing needs consistent with the objectives as set forth in Title 1 of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, Houston County Government was awarded Community Development Block Grant (CDBG) funds for the purpose of purchasing a new fire truck that will benefit residents in Houston County; and

**WHEREAS**, Houston County has completed the bid process and has selected Safe Industries for a total cost of \$435,000 exceeding the approved grant budget of \$340,000; and

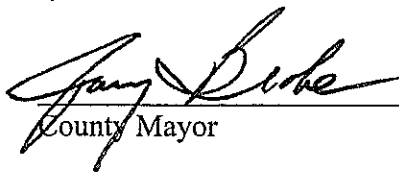
**WHEREAS**, Houston County is required to provide overmatch for this project in the amount of \$95,000 in addition to the original match of \$54,400; and

**WHEREAS**, per CDBG rules, Houston County must pass a resolution stating it agrees with increasing the local match for this grant from \$54,400 to \$149,400.

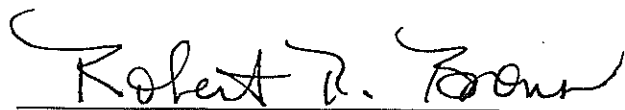
**NOW, THEREFORE, BE IT RESOLVED, by the Houston County Commission, THAT**

Houston County agrees with increasing the local match for this grant to \$149,400 using General Fund dollars.

PASSED AND SO ORDERED ON THIS 20 DAY OF JUNE, 2023

  
\_\_\_\_\_  
County Mayor


Attest:

  
\_\_\_\_\_  
County Court Clerk

I make a motion to approve.

MOTION PASSED

1-19-23 GG

<div><div><b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)</div></div>					
Begin Date 7/15/2023		End Date 6/30/2024		Agency Tracking # -	
Grantee Legal Entity Name Houston County Government				Edison ID 2845	
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number: N/A			
		Grantee's fiscal year end: June 30			
Service Caption (one line only) VCIF, Formula Based Grant					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY24	\$51,425.00				\$51,425.00
FY25					
FY26					
TOTAL:	\$51,425.00				\$51,425.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		The Competitive Selection process utilized was as per the DGA.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart FA00003518		Account Code County - 71301000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
OFFICE OF CRIMINAL JUSTICE PROGRAMS  
AND  
HOUSTON COUNTY GOVERNMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Houston County Government, hereinafter referred to as the "Grantee," is for the provision of administering Violent Crime Intervention Fund (VCIF) funds for the improvement of the criminal justice system, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2845

**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 comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the Violent Crime Intervention Fund (VCIF) program is to provide support to local law enforcement in developing and implementing evidence-based strategies to combat violent crime.
  - a. Program priorities include but are not limited to:
    1. Evidence-informed interventions that are shown to have demonstrated impact on violent crime within the community;
    2. Equipment and technology purchases that enhance local law enforcement agencies' ability to safely and effectively prevent and address violent crime;
    3. Coordinated projects that engage community partners in identifying and implementing interventions to address violent crime; and
    4. Training and technical assistance.
  - b. The grantee shall be required to:
    1. Submit annual reporting to the Office of Criminal Justice Programs of required outputs, performance measurement data, and deliverables for their project; and
    2. Retain inventories and other records of purchases made and services provided using grant funds.
    3. Disclose any subcontract, grant agreement or contract to a local government or nonprofit and adhere to the quarterly reporting requirements to include information identifying the name and location of each grant or contract recipient, the amount of the grant or contract and the purpose for which the funds are used. This quarterly report will be provided by OCJP to the Speakers of each House of the General Assembly, the Chairs of the Finance, Ways and Means Committees

of the Senate and the House of Representatives and the Office of Legislative Budget analysis.

A law enforcement agency receiving a grant is authorized to enter into a grant agreement or contract with a local governmental agency or a third-party nonprofit organization to provide programs and services; provided, that a nonprofit organization must have at least five (5) years' experience in providing programs and services focused on violent crime intervention and those programs and services must be evidence-based or research-based (as defined in Tennessee Code Annotated, Section 37-5-121) and accompanied by monitoring and quality control procedures that ensure that such programs and services are delivered according to applicable standards.

c. Any change in terms or conditions will require a contract amendment.

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 or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

**B. TERM OF CONTRACT:**

B.1. This Grant Contract shall be effective on 7/15/2023 ("Effective Date") and extend for a period of Eleven (11) months and Sixteen (16) days 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 Fifty One Thousand Four Hundred Twenty Five Dollars (\$51,425.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2024, 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 Finance and Administration  
Office of Business and Finance  
Attention: Invoicing  
312 Rosa L. Parks Avenue, Suite 2000  
Nashville, TN 37243  
[OBF.Grants@tn.gov](mailto:OBF.Grants@tn.gov)

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.



- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said 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 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 contract period 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 Department of Finance and Administration Policy Statement 03 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. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.
- 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:

Aimee Curley, Program Manager  
Department of Finance and Administration  
Office of Criminal Justice Programs  
312 Rosa L. Parks Avenue, Suite 1800  
Nashville, Tennessee 37243-1102  
Email: Aimee.Curley@tn.gov  
Telephone # (615) 532-2277

The Grantee:

Spencer Bryant, Chief Deputy  
Houston County Sheriff's Office  
3330 Highway 149  
Erin, Tennessee 37061  
Email: sbryant@hcsotn.org  
Telephone # (931) 289-1249

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall

cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. 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—200.326 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 five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations

directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five hundred dollars (\$500.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

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

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

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

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](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 offense 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 applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." 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 or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state

sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Contractor's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.3. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
- E.4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and

(ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.6. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
  - 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
    - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
    - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
    - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
  - 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:

- a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
  - b) Property Damage Liability – minimum of \$300,000.00 per incident.
  - c) Comprehensive – maximum deductible of \$500.00.
  - d) Collision – maximum deductible of \$500.00.
  - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
- (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

IN WITNESS WHEREOF,

HOUSTON COUNTY GOVERNMENT:

  
\_\_\_\_\_  
GRANTEE SIGNATURE

\_\_\_\_\_  
DATE

Joey Brake, County Mayor

\_\_\_\_\_  
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

\_\_\_\_\_  
JIM BRYSON, COMMISSIONER

\_\_\_\_\_  
DATE

**Formula Based Grant - Scope of  
Services Violent Crime Intervention  
Fund Grant  
FY 2023-2025**

**APPLICANT AGENCY NAME:** Houston County Government Sheriff's Department

**A. CRIME DATA, PROBLEM STATEMENT, AND TARGET POPULATIONS**

- A.1. Please provide current population, demographics, and violent crime data for your jurisdiction, including Tennessee Incident Based Reporting System (TBIRS) data, local law enforcement data, and local court data.

Houston County, TN is a rural county about 75 miles northwest of Nashville with a total population of 8,317 per the US Census estimate in July 2021. We have a predominately white racial demographic with 93.2% of our population identifying as White/Caucasian. We have a 3.4% Black/African American and 3.1% Hispanic population as well. Almost 10% of our population are military veterans with the proximity of Fort Campbell Army Base in nearby Clarksville. Our median household income in 2021 was \$46,535; this is over 25% lower than the State of Tennessee (\$58,516) and almost 50% lower than the country as a whole (\$69,021). Our county is one of 32 at-risk counties in the State of Tennessee regarding economic status. The reason this is important is that poverty and reduced income levels contribute to a rise in violent crimes.

Houston County had a 14% rise in Aggravated Assaults and 230% rise in Burglaries between December 2021 and December 2022 according to NIBRS data. There were 42 domestic violence victims during this time frame with 29 from Simple Assault, 8 Aggravated Assault, 4 Intimidation, and 1 Statutory Rape.

- A.2. Based on the information provided above, please identify which target crime types, victim types, hot spots, and other areas and issues of particular interest VCIF funding will help to address.

This funding will help address the rise in violent assaults in our community by better equipping our deputies in the field with up-to-date equipment that protects them and also helps de-escalate violent situations. If a violent offender knows he/she is being captured on a body worn camera, he/she might reconsider their actions. Most of our assault cases involve domestic violence which is dangerous not only for the victim(s) involved but also for our deputies. The non-domestic violence calls typically involve firearms. This upgraded equipment will provide for the safety of our deputies as well as the victims.

- A.3. Please briefly describe any obstacles or issues your agency has experienced with addressing these targets previously. How will VCIF funding help your agency to mitigate those obstacles?

Our biggest obstacle to addressing the violent crime in our community is money. Houston County is one of the slowest growing counties in Tennessee with a population growth of just 3.31%, and with the county trying to provide as much funds as possible across all departments it is becoming

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE	VCIF
OCJP JAG Priority Area	

<b>Required Information on Authorizing Agency:</b> Name: Houston County Government Federal ID Number (FEIN): 62-6011425 DUNS Number: SAM Expiration Date: Fiscal Year End Date: June 30		<b>Implementing Agency:</b> Name: Houston County Sheriff's Office Address: 3330 Highway 149 Erin, TN 37061-	
Will You Have Any Subcontracts? No			
Project Title: Formula Based Grant			
<b>AUTHORIZED OFFICIAL - Contact Information</b>			
(Name, Title, and Complete Mailing Address) Joey Brake, County Mayor 4728 East Main Street PO Box 366 Erin, 37061		Phone Number: (931) 289-3633 EXT:	E-Mail Address: countymayor@hocotn.com
<b>PROJECT DIRECTOR - Contact Information</b>			
(Name, Title, and Complete Mailing Address) Spencer Bryant, Chief Deputy 3330 Highway 149 Erin, 37061		Phone Number: (931) 289-1249 EXT:	E-Mail Address: sbryant@hcsotn.org
<b>FINANCIAL DIRECTOR - Contact Information</b>			
(Name, Title, and Complete Mailing Address) Rachael Mathis, Executive Assistant to th 4728 East Main Street PO Box 366 Erin, 37061		Phone Number: (931) 289-3633 EXT:	E-Mail Address: hcexassist@peoplestel.net
County/Counties Served (Type ALL if Statewide): Houston			
U.S. Congressional District(s): 7			

increasingly hard to obtain or replace equipment when needed. Like other county departments, we rely on local property taxes to cover the basic necessities and any other needs we seek grant funding to cover. The Sheriff's Department's FY 2022 total budget was \$657,214 with 89% going towards salaries and benefits. The remaining 11% (\$72,200) covers all other operating expenses. We simply could not afford to upgrade this equipment for our deputies without seeking grant funding. We understand that the total cost to purchase all the equipment stated in this application may not be feasible due to unexpected cost increases. It is our intent to purchase as much as we possibly can with this funding.

## **B. PURPOSE**

*State the goals and objectives of the project. Describe the factors or strategies required to conduct activities and to achieve its goals and objectives.*

**Goal 1:** To improve deputy safety allowing our deputies to interact with the public and respond to violent crime incidents with an added sense of safety.

**Objective 1.1:** Upgrade body armor for deputies to allow them to wear body armor that protects them from pistol and rifle rated ammunition.

**Activity 1.1.1:** Purchase and issue upgraded body armor to our deputies.

**Goal 2:** Improve the successful and safe capture of suspects and reduce the level of force needed to effect an arrest.

**Objective 2.1:** Upgrade existing duty-worn tasers for our deputies.

**Activity 2.1.1:** Purchase and issue new tasers to outfit our deputies with the latest technology.

**Goal 3:** Improve rate of success of prosecution of violent offenders to keep these individuals from continuing to bring violent crime into our community.

**Objective 3.1:** Upgrade aging body worn cameras for each deputy to newer, more reliable technology with improved features, integration, and better video quality.

**Activity 3.1.1:** Purchase and issue upgraded body worn cameras to all of our deputies to be used while out on duty to obtain video that will support evidentiary facts in criminal court proceedings.

**Activity 3.1.2:** Provide the District Attorney's office with body worn camera footage to assist in the prosecution of violent offenders.

**Goal 4:** Improve communications internally and with neighboring agencies.

**Objective 4.1:** Upgrade obsolete portable and mobile radios for all deputies and field vehicles to provide deputies with up-to-date and reliable communication technology in order to better serve the community and respond to violent crime incidents.

**Activity 4.1.1:** Procure updated portable and mobile radios that meet P25 CAP encryption requirements following Houston County Government's procurement policy.

### C. COLLABORATION

- C.1. Describe any partnerships with community-based (nonprofit) partners that your agency plans to employ for the purposes of this project, please attach copies of any current formal agreements (MOUs) and/or Letters of Support.

For the purposes of this project, we do not plan to partner with any community-based (nonprofit) partners. With the project being the purchase of new equipment for our deputies, collaboration will not be necessary. Although the Sheriff's Department will continue to partner with the District Attorney's office and local court system to assist in the prosecution of violent offenders to keep them off our streets.

### D. PROJECT DESIGN & IMPLEMENTATION TIMELINE

- D.1. List each piece of equipment you intend to purchase to achieve the Goals and Objectives listed above. How will it be deployed/used by your agency?

Equipment to be purchased:

- Body Armor (10) – issued to aid in the protection of officers from pistol and rifle caliber ammunition.
- Tasers (10) – The Taser is a conducted energy device that allows officers to subdue an individual in order to restrain them
- Body Worn Cameras (10) – Issued equipment to promote department accountability and to aid in prosecution of violent crime offenders.
- P25 Mobile Radios (10) - the mobile radios are to be installed the patrol cars to improve communications between law enforcement and outside agencies. These radios will allow the officers to remain in contact with dispatch, other officers, and other agencies when needed.
- P25 Portable Radios (10) – The portable radios are carried with the officers and will improve communications between law enforcement and outside agencies. The portable radios allow the officers to remain in contact with dispatch, other officers, and other agencies when needed.

- D.2. List any staff you plan to hire and/or subcontracts your agency intends to utilize to implement your Goals, Objective, and Activities listed above. Please provide JOB DESCRIPTIONS as separate attachments to this Scope.

No staff will be hired using these grant funds.



D.3. Describe how your agency will implement the activities funded by VCIF – provide detail as to how the equipment, staff, training, subcontracts, and other items **listed on your budget** will enable or enhance the Goal(s), Objectives, and Activities listed above. 4

Once we receive notification of award and are authorized to use the funds, we will follow our local procurement policy to purchase the equipment. Any purchases over \$10,000 we will follow a competitive bid process, all others we will obtain at least three quotes to secure the best price. Once the equipment is purchased, it will be inventoried and assigned to our deputies. Our department currently has in place policies and procedures on the use of tasers, bodyworn cameras, bulletproof vests and portable/mobile radios and each officer will be required to be trained in-house on the new equipment.

- Body Armor (10) – this equipment will be assigned to individual deputies to be used when out in the field to protect them from harm when encountering violent persons.
- Tasers (10) – this equipment will be assigned to individual deputies to be used when out in the field to reduce the level of force needed when encountering violent persons.
- Body Worn Cameras (10) – this equipment will be assigned to individual deputies to be used when interacting with the public to help support evidentiary facts in criminal court proceedings.
- P25 Mobile Radios (10) and P25 Portable Radios (10) – this equipment will be assigned to individual deputies to improve communication in the field to improve deputy safety and apprehension of violent offenders. This will aid officers in their response to violent crimes and ensure critical communications with outside agencies when responding to situations in which other agencies are assisting.

D.4. What impact will this funding have on your agency's ability to respond to violent crime?

This funding will have a significant impact our ability to respond to violent crime by allowing us to upgrade necessary equipment that we use during response to incidents as well as for prosecuting individuals more effectively to keep them from going through the revolving door in our court system. The funding will improve officer safety, reduce our use of force, improve our ability to communicate and enable us to provide evidentiary facts for our courts.

Timeline:

Length of Time	Activity	Individual Responsible
30 days after contract execution	Engage with OCJP Technical Assistance Provider for ongoing support and training	Chief Deputy Spencer Bryant

Month 1 after contract execution	Complete the purchase of equipment.	Chief Deputy Spencer Bryant
Month 3	Expect receipt of bodyworn cameras, body armor, and tasers	Chief Deputy Spencer Bryant
Month 4	Review and revise existing policies and provide training on bodyworn cameras, body armor and tasers and deploy use in the field.	Chief Deputy Spencer Bryant
Month 9	Expect receipt of mobile and portable radios.	Chief Deputy Spencer Bryant
Month 10	Review and revise existing policies and provide training on mobile and portable radios and deploy use in the field.	Chief Deputy Spencer Bryant
Report submission as required	Required benchmark and outcomes reporting	Chief Deputy Spencer Bryant
End of contract period	Submit program output report	Chief Deputy Spencer Bryant

#### E. OUTPUTS

E.1. The following performance measures will be reported as required. Please select the appropriate OUTPUTS from the VCIF Abstract and include **any additional Outputs your strategy will yield**:

The following performance measures will be reported as required.

- 10 each body armor vests to be purchased.
- 10 each portable radios to be purchased.
- 10 each mobile radios to be purchased.
- 10 each body worn cameras to be purchased.
- 10 each tasers to be purchased.

## F. DATA COLLECTION AND INFORMATION SHARING

*Describe the process utilized for collecting the data in OUTPUTS. Provide a detailed description along with what the role of each position is in the process. The process should include a system in place that identifies violent crime trends within the region on an annual basis. Discuss how the agency will collect the data related to violent crime and ongoing investigations and how that data will be shared within the organization and with partner agencies. Identify how the agency has the capacity to generate statistical reports upon request that support the progress of program activities.*

- F.1. Please describe how your agency plans to collect and use data on the violent crime interventions funded with this grant. Please include what method(s) of data collection your agency will utilize and how the information gathered will be used to improve programming over time.

We will collect and use data tracking violent crimes in our community from what we report to NIBRS as well as court data. Our Deputy Chief will use this data to determine if the equipment purchased is helping to reduce violent crime and improve successful criminal court proceedings.

## G. ACCOUNTABILITY

- G.1. *Describe how this funding will have long term impact on the violent crime in your region.*

If we can improve the safety of our deputies by providing them with updated body armor, it will keep them out in the field improving our success of reducing crimes of all nature in our community. If we can reduce the use of force when encountering violent persons, it will improve our relations with the community. If we improve evidence supplied to our local courts, we remove violent criminals off our streets. If we improve communications for our deputies in the field, we protect not only our deputies but our community.

- G.2. Include information on how enhanced collaborations, improved investigations and newly fostered community relationships will be sustained.

Improved investigations will be sustained by maintaining the new equipment so it will last for its recommended life and then seek out new funding sources to replace when needed.

- G.3. Explain how your agency will ensure that the equipment purchased with VCIF funds will be used for its intended purpose in the future. Please specify the position at your agency that will be responsible for ensuring this.

Deputy Chief Spencer Bryant will be responsible for overseeing that the equipment purchased with these grant funds will be used for the intended purpose in the future. All equipment will be entered in the department's inventory and monitored for proper use and care. Our department has existing policies and procedures as well as provided in-house training for the equipment to be purchased. All deputies will be required to complete training on the new equipment prior to field deployment. All policies will be reviewed and updated as necessary after purchase of the new equipment.

GRANT BUDGET				
AGENCY NAME: Houston County Government Sheriff's Department				
FUND SOURCE: VCIF				
SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula Based Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 07/15/2023 END: 06/30/2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes <sup>2</sup>	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$51,425.00	\$0.00	\$51,425.00
11, 12	Travel, Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost <sup>2</sup>	\$0.00	\$0.00	\$0.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$51,425.00	\$0.00	\$51,425.00

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: [https://www.tn.gov/content/dam/tn/finance/ocip/Appendix\\_J\\_Policy\\_03\\_Report.xls](https://www.tn.gov/content/dam/tn/finance/ocip/Appendix_J_Policy_03_Report.xls))

<sup>2</sup> Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

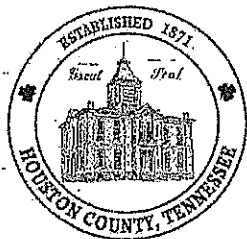
AGENCY NAME: Houston County Government Sheriff's Department  
FUND SOURCE: VCIF  
SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula Based Grant

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Bulletproof vests (10 at \$900 each)	\$9,000.00
P25 portable radios (10 at \$821.50 each)	\$8,215.00
P25 mobile radios (10 at \$821 each)	\$8,210.00
Bodyworn cameras (10 at \$600 each)	\$6,000.00
Tasers (10 at \$2000 each)	\$20,000.00
TOTAL	\$51,425.00

MOTION by Howard Spurgeon, second by Glenn Baggett.

I make a motion to approve.

MOTION PASSED



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION FOR THE HOUSTON COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO ADOPT A CONTINUING BUDGET AND TAX RATE AND TO AUTHORIZE THE EXPENDITURE OF FUNDS BY THE VARIOUS COUNTY OFFICES AND DEPARTMENTS**

**WHEREAS**, it now appears that the fiscal year 2023 - 2024 budget of Houston County, Tennessee, will not be approved by July 1, 2023;

**NOW, THEREFORE, BE IT RESOLVED**, by the county legislative body of Houston County, Tennessee, meeting in special session on this 20<sup>th</sup> day of June, 2023, that:

**SECTION 1.** The amount set out in the fiscal 2022- 2023 Appropriations Resolution are continued and the various departments, offices and agencies are authorized to expend funds at the same level as the previous fiscal year.


**SECTION 2.** The property tax rate of \$ 2.7989 per each \$100 of taxable property for the fiscal year beginning July 1, 2023, will remain in effect until a new property tax rate is adopted.

**SECTION 3.** No local funds can be expended or obligated that exceed the previous year's budget appropriation until a new budget is adopted. Expenditures mandated by the State or rules and regulations adopted by the State are incorporated into this continuing budget.

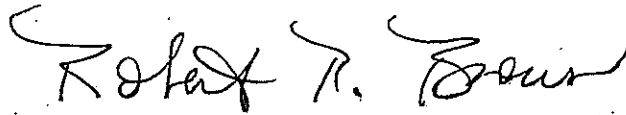
**SECTION 4.** This resolution will take effect from and after its passage and its provisions will be in force from July 1, 2023, until the budget and tax rate for fiscal year 2023- 2024 is finally adopted and approved. The County Clerk shall include this Resolution in the minutes of the Houston County legislative body and send a copy to each department head.

Adopted this 20<sup>th</sup> day of June, 2023.

APPROVED:

  
County Executive

ATTEST:

  
County Clerk

I make a motion to approve.

MOTION PASSED

01-19-23 GG

<div><div><b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)</div></div>					
Begin Date July 1, 2023		End Date June 30, 2024		Agency Tracking # 40100-50985	
Edison ID 77530					
Grantee Legal Entity Name Houston County				Edison Vendor ID 0000002845	
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number			
		Grantee's fiscal year end			
Service Caption (one line only)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
24	\$44,200.00				\$44,200.00
TOTAL:	\$44,200.00				\$44,200.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		An equitable funding distribution methodology based on the road miles and population within the county jurisdiction.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart (optional) TX00311120		Account Code (optional) 71301000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
TENNESSEE DEPARTMENT OF TRANSPORTATION  
AND  
HOUSTON COUNTY  
CONTRACT#Z24LIT042  
PROJECT#42500-4024-04**

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

Grantee Edison Vendor ID # 0000002845

**A. SCOPE OF SERVICES AND DELIVERABLES:**

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

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on July 1, 2023 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

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



- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

TDOT Highway Beautification Office  
James K. Polk Building, Suite 400  
505 Deaderick Street  
Nashville, Tennessee 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 Transportation & Highway Beautification 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 vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 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:

Mike McClanahan, Transportation Manager  
Highway Beautification Office  
James K. Polk Building, Suite 400  
505 Deaderick Street  
Nashville, Tennessee 37243  
Michael.mcclanahan@tn.gov  
Telephone # (615) 741-2877

The Grantee:

Joey Brake, County Mayor  
Houston County Trustee  
Houston County  
P.O. Box 210  
Erin, TN 37061  
houstoncountymayor@yahoo.com  
Telephone # 931-289-3633  
FAX # 931-289-2799

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. 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—200.326 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 five thousand dollars (\$5,000.00).

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



- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](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 applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." 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 or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

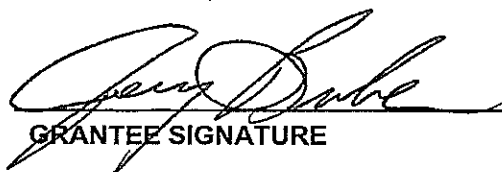
The obligations set forth in this Section shall survive the termination of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. The Grantee agrees that it will spend a minimum amount of Eight Thousand Eight Hundred Forty Dollars (\$8,840.00) for education in the prevention of litter. No line item changes may result in a decrease in the education allotment specified above. Allowable education expenses include training and travel expenses, including expenses for attending training events sponsored by the Department of Transportation or Keep Tennessee Beautiful.

IN WITNESS WHEREOF,

HOUSTON COUNTY:

  
GRANTEE SIGNATURE

DATE

\_\_\_\_\_  
JOEY BRAKE, HOUSTON COUNTY MAYOR (PRINTED NAME AND TITLE OF GRANTEE  
SIGNATORY (above))

TENNESSEE DEPARTMENT OF TRANSPORTATION:

\_\_\_\_\_  
HOWARD H. ELEY, COMMISSIONER

DATE

\_\_\_\_\_  
JOHN H. REINBOLD, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY

DATE

ATTACHMENT ONE

GRANT BUDGET				
Houston County FY24 Litter Pickup & Prevention Education				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: JULY 1, 2023 END: JUNE 30, 2024				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	\$28,998.00	0.00	\$28,998.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$6,362.00	0.00	\$6,362.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	\$8,840.00	0.00	\$8,840.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$44,200.00	0.00	\$44,200.00

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

ATTACHMENT ONE

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Litter Grant Education	\$8,840.00
TOTAL	\$8,840.00

MOTION by Howard Spurgeon, second by Stephanie Smith.

I make a motion to approve.

MOTION PASSED



Rachael Mathis

Houston County Courthouse  
P.O. Box 366 Erin, Tennessee 37061

[hcexassist@peoplestel.net](mailto:hcexassist@peoplestel.net)  
Phone: 931-289-3633  
Fax: 931-289-2799

Date: June 20, 2023  
To: Legislative Body  
From: County Mayor's Office  
Re: Jail's Budget

Funds are requested to move from the Sheriff's Budget Deputy line item 101-54110-106 to the 101-54210-340 Medical and Dental Services due to cost pool limitation bill from Southern Health Partners for May and June estimating total of \$15,000.00 required.

Jail's Budget: Medical and Dental Services

From: 101-54110-106 Sheriff's Dept: Deputies	\$15,000.00
To: 101-54210-340 Medical and Dental Services	15,000.00

I make a motion to approve.

MOTION PASSED



Rachael Mathis

Houston County Courthouse  
P.O. Box 366 Erin, Tennessee 37061  
[hcexassist@peoplestel.net](mailto:hcexassist@peoplestel.net)  
Phone: 931-289-3633  
Fax: 931-289-2799

Date: June 20, 2023  
To: Legislative Body  
From: County Mayor’s Office  
Re: Jail’s Budget AC Unit

Funds are requested to move from the Sheriff’s Budget Deputy line item 101-54110-106 to the 101-54210-336 Jail’s Budget: Maintenance and Repair Services-Equipment due to the AC Unit has broken down estimating a total of \$15,000.00 required.

Jail’s Budget: AC Unit

From: 101-54110-106 Sheriff’s Dept: Deputies	\$15,000.00
To: 101-54210-336 Jail: Maint & Repair Services-Equipment	15,000.00

MOTION by Howard Spurgeon, second by Johnathon Floyd.

I make a motion to approve.

MOTION PASSED



Rachael Mathis

Houston County Courthouse  
P.O. Box 366 Erin, Tennessee 37061

[hcexassist@peoplestel.net](mailto:hcexassist@peoplestel.net)  
Phone: 931-289-3633  
Fax: 931-289-2799

Date: June 20, 2023  
  
To: Legislative Body  
  
From: County Mayor's Office  
  
Re: Fair Board Donation

Funds are requested to move from the unassigned fund balance 101-39000 to the 101-56100-316-5 Donations line item in the amount of \$25,000 to the Fair Board.

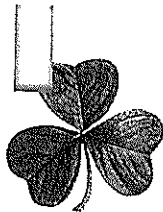
Fair Board: Donations

From: 101-39000 Unassigned Fund Balance	\$25,000.00
To: 101-56100-316-5 Adult Activities: 5-Contributions	25,000.00



I make a motion we approve.

MOTION PASSED



Rachael Mathis

Houston County Courthouse  
P.O. Box 366 Erin, Tennessee 37061

[hcexassist@peoplestel.net](mailto:hcexassist@peoplestel.net)  
Phone: 931-289-3633  
Fax: 931-289-2799

Date: June 20, 2023  
To: Legislative Body  
From: County Mayor's Office  
Re: Dixie Youth Donation

Funds are requested to move from the unassigned fund balance 101-39000 to the 101-56100-316-6 Donations line item in the amount of \$10,000 to Dixie Youth.

Dixie Youth: Donations-Fencing and other identified projects

From: 101-39000 Unassigned Fund Balance	\$10,000.00
To: 101-56100-316-6 Adult Activities: 6-Contributions	10,000.00

MOTION by Johnathon Floyd, second by Stephanie Smith.

I make a motion to approve.

MOTION PASSED



Rachael Mathis

Houston County Courthouse  
P.O. Box 366 Erin, Tennessee 37061

[hcexassist@peoplestel.net](mailto:hcexassist@peoplestel.net)  
Phone: 931-289-3633  
Fax: 931-289-2799

Date: June 20, 2023  
To: Legislative Body  
From: County Mayor's Office  
Re: 52600 Data Processing (Library Tech Grant)

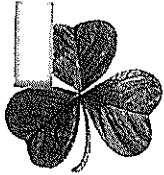
Funds are requested to move from the Library Budget 56500 into the Data Processing 52600-719 Office Equipment line item due to additional funds needed for an incorrect computer purchase.

Data Processing (Library Tech Grant)

From: 101-56500-335	Maintenance and Repair Srv-Bldg	100.00
101-56500-355	Travel	30.00
101-56500-432	Library Books	80.00
101-56500-210	Unemployment Compensation	373.00
To: 101-52600-719	Office Equipment	583.00

I make a motion that we approve.

MOTION PASSED



Rachael Mathis

Houston County Courthouse  
P.O. Box 366 Erin, Tennessee 37061

[hcexassist@peoplestel.net](mailto:hcexassist@peoplestel.net)  
Phone: 931-289-3633  
Fax: 931-289-2799

Date: June 20, 2023

To: Legislative Body

From: County Mayor's Office

Re: 57100 Agricultural Extension Service

Funds are requested to move from the Agricultural Extension Longevity line item and 51300-355 County Mayor-Travel line item in order to cover the remainder of the year for pension and employee and Dependent Insurance salary line items for the Agricultural Extension Service.

Agricultural Extension Service

From:	101-57100-186	Longevity	1584.00
	101-51300-355	County Mayor:Travel	604.00
To:	101-57100-204	Pension	718.00
	101-57100-205	Employee & Dependent Insurance	1470.00

"This institution is an equal opportunity provider and employer"

MOTION by Steve Hall, second by Johnathon Floyd,  
I make a motion to approve.

MOTION PASSED



Rachael Mathis

Houston County Courthouse  
P.O. Box 366 Erin, Tennessee 37061

[hcexassist@peoplestel.net](mailto:hcexassist@peoplestel.net)  
Phone: 931-289-3633  
Fax: 931-289-2799

Date: June 20, 2023  
To: Legislative Body  
From: County Mayor's Office  
Re: 52900 Other Finance

Funds are requested to move from the 101 Unassigned Fund Balance into 101-52900-309 Contracts With Government Agencies for the difference of \$2820.00 due to TennCare amount was more than the budgeted \$5,000.00 costing \$7,818.49.

Other Finance-Contracts With Government Agencies

From: 101-39000	Unassigned Funds	2820.00
To: 101-52900-309	Contracts With Gov Agencies	2820.00



Template Name: LGC  
Created By:

Houston County Executive  
Account Analysis  
July 2022 - June 2023

User: Rachael Mathis  
Date/Time: 6/20/2023 5:00 PM  
Page 1 of 1

Fund: 101		General		Other Finance - Contracts With Government Agencies			
Account Number : 101- -52900-309							
Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/01/2022	7		BG	Post Budget - 2022 - 2023	0.00	5,000.00	(5,000.00)
				Monthly Totals: 101- -52900-309	0.00	5,000.00	(5,000.00)
10/20/2022	1050924	1050924	CD	Division Of TennCare/Attention: Accounting	7,818.49	0.00	7,818.49
				Monthly Totals: 101- -52900-309	7,818.49	0.00	7,818.49
Fund Totals:			101		7,818.49	5,000.00	

MOTION by Howard Spurgeon, second by Glenn Baggett.

I make a motion to approve.

MOTION PASSED



Rachael Mathis

Houston County Courthouse  
P.O. Box 366 Erin, Tennessee 37061

[hcexassist@peoplestel.net](mailto:hcexassist@peoplestel.net)  
Phone: 931-289-3633  
Fax: 931-289-2799

Date: June 20, 2023

To: Legislative Body

From: County Mayor's Office

Re: Jail's Budget: Unemployment Compensation

Funds are requested to move from the Jail's Budget Other Supplies and Materials line item 101-54210-499 to the 101-54210-210 Jail's Budget Unemployment Compensation in order to have the remainder of the fiscal year covered.

Jail's Budget: Unemployment Compensation

From: 101-54210-499 Other Supplies and Materials	\$100.00
To: 101-54210-210 Unemployment Compensation	100.00

I move we approve.

MOTION PASSED



Houston County Courthouse  
P.O. Box 366 Erin, Tennessee 37061

Rachael Mathis

[hcexassist@peoplestel.net](mailto:hcexassist@peoplestel.net)

Phone: 931-289-3633

Fax: 931-289-2799

Date: June 20, 2023

To: Legislative Body

From: County Mayor's Office

Re: Veteran's Services: Social Security

Funds are requested to move from the Ambulance Service: Paraprofessionals Budget into Veteran's Services: Social Security in order to cover the remainder of the fiscal year.

Veteran's Services: Social Security

From: 101-55130-133 Ambulance Service: Paraprofessionals \$200.00

To: 101-58300-201 Veteran's Services: Social Security 200.00

MOTION by Randall French, second by Howard Spurgeon.

I make a motion to approve.

MOTION PASSED



Rachael Mathis

Houston County Courthouse  
P.O. Box 366 Erin, Tennessee 37061

[hcexassist@peoplestel.net](mailto:hcexassist@peoplestel.net)  
Phone: 931-289-3633  
Fax: 931-289-2799

Date: June 20, 2023

To: Legislative Body

From: County Mayor's Office

Re: Convenience Center: Social Security

Funds are requested to move from the Convenience Center line item Supervisor/Director of \$200 into In-Service Training in order to finish out the fiscal year.

Convenience Center: Social Security

From: 116-55732-105 Supervisor/Director	\$200.00
To: 116-55732-196 In-Service Training	200.00



I make a motion to approve.

YES VOTES: William Agy, Stephanie Smith, Randall French, Steve Hall, Glenn Baggett, Johnathon Floyd, Darrell Kingsmill, Howard Spurgeon, Garett Mathis, Fred Richardson, Carter Cary and Robert Parchman.

ABSTAIN VOTE: Vickie Reedy.

MOTION PASSED

## CONFLICT OF INTEREST DISCLOSURE

SUBJECT OF VOTE: Board of Education: In & Out of Category Amend  
DATE OF VOTE: June 20, 2023

### CONFLICT OF INTEREST STATEMENT (I AM VOTING)

Because I am an employee of Houston County, I may have a conflict of interest in proposals to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents.

Commissioner Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



### CONFLICT OF INTEREST STATEMENT (I AM NOT VOTING)

Because I am an employee of Houston County, I may have a conflict of interest in proposals to be voted. I respectfully, abstain from this vote.

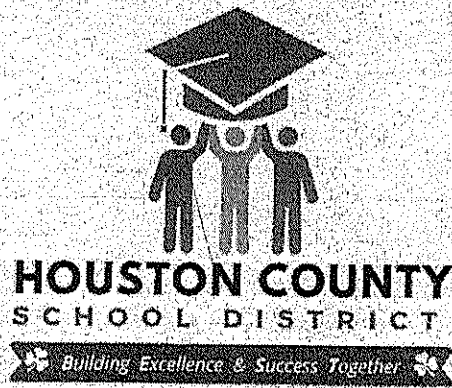
Commissioner Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_







May 31, 2023

To: Kris McAskill, Director of Schools  
From: Teresa Roby, GP & Federal Bookkeeper  
Re: GP In and Out of Category Amendments

It is recommended the board approve the following attached General Purpose In and Out of Category Amendments fiscal year 2022-23 budget. These amendments are necessary as to adjust line items to meet expenditures and audit requirements. Out of Category Amendments and salary lines require school board and county commission approval.

CC: Board Packet  
Jonna Moore, Payroll

Houston County (420) Public District - FY 2023 - Summer Learning Camps - Rev 1 - Summer Learning Transportation

Filter by Location: All - \$23,344.40

Line Item Number	Account Number	72710 - Transportation	Total
146 - Bus Drivers		14,000.00	14,000.00
201 - Social Security		900.00	900.00
204 - State Retirement		135.00	135.00
		-\$165.00	-\$165.00
212 - Employer Medicare		220.00	220.00
425 - Gasoline		8,089.40	8,089.40
		+\$165.00	+\$165.00
Total		23,344.40	23,344.40
	Adjusted Allocation		23,344.40
	Remaining		0.00





Houston County (420) Public District - FY 2023 - Summer Learning Camps - Rev 1 - Learning Camps

Filter by Location: All - \$128,709.67

Line Item Number	Account Number	71100 - Regular Instruction Program	72120 - Health Services	72410 - Office of the Principal	72610 - Operation of Plant	73100 - Food Service	Total
104 - Principals)				10,505.00			10,505.00
				-\$1,495.00			-\$1,495.00
116 - Teachers		68,100.00					68,100.00
		+\$16,100.00					+\$16,100.00
131 - Medical Personnel			3,500.00				3,500.00
163 - Educational Assistants		18,000.00					18,000.00
		-\$9,000.00					-\$9,000.00
165 - Cafeteria Personnel						9,230.00	9,230.00
						-\$2,770.00	-\$2,770.00
166 - Custodial Personnel					2,000.00		2,000.00
					-\$2,000.00		-\$2,000.00
201 - Social Security		5,350.00	220.00	655.00	125.00	575.00	6,925.00
		+\$100.00		-\$95.00	-\$125.00	-\$175.00	-\$295.00
204 - State Retirement		6,557.67	85.00	920.00	0.00	260.00	7,822.67
		+\$557.67		-\$180.00		+\$10.00	+\$387.67
212 - Employer Medicare		1,255.00	52.00	155.00	30.00	135.00	1,627.00
		+\$5.00		-\$20.00	-\$30.00	-\$40.00	-\$85.00
422 - Food Supplies						1,000.00	1,000.00
						-\$842.67	-\$842.67
Total		99,262.67	3,857.00	12,235.00	2,155.00	11,200.00	128,709.67
		+\$7,762.67		-\$1,790.00	-\$2,155.00	-\$3,817.67	
Adjusted Allocation							128,709.67
Remaining							0.00







# HOUSTON COUNTY SCHOOL DISTRICT



*Building Excellence & Success Together*



To: Houston County Board of Education

From: Kelly Brown

CC: Ms. Kris McAskill

Date: 06/01/2023

Re: ARP-IDEA Part B Amended Budget

---

I am submitting the ARP-IDEA Part B (American Rescue Plan) amended budget for the 2022-2023 school year for approval. The IDEA-ARP funds are allocated within a separate funding application and are considered to be an IDEA federal grant. This budget was amended in order to allocate more funds for instructional supplies and materials as we prepare to close out this grant.





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Budget Overview Plus/Minus

Houston County (420) Public District - FY 2023 - ARP IDEA - Rev 2 - ARP IDEA Part B Funds

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Indirect Cost	
Total Contributing to Indirect Cost	\$48,108.12
Indirect Cost Rate	3.74%
Maximum Allowed for Indirect Cost	\$1,734.37

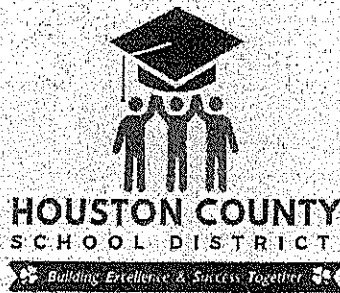
Filter by Location: All - \$48,108.12  
Show Unbudgeted Categories

Account Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	Total
Line Item Number			
312 - Contracts with Private Agencies	0.00	31,108.12	31,108.12
429 - Instructional Supplies & Materials	11,000.00 +\$3,000.00		11,000.00 +\$3,000.00
499 - Other Supplies and Materials	4,251.00 +\$2,251.00	0.00	4,251.00 +\$2,251.00
524 - In-Service / Staff Development		1,049.00 -\$2,951.00	1,049.00 -\$2,951.00
599 - Other Charges	0.00	700.00 -\$2,300.00	700.00 -\$2,300.00
Total	15,251.00 +\$5,251.00	32,857.12 -\$5,251.00	48,108.12
Adjusted Allocation			48,108.12
Remaining			0.00

Go To



KRIS McASKILL, *Director*  
JEFF MATHIS, *Board Chairman*



P.O. Box 209  
Erin, TN 37061  
Telephone: (931) 289-4148  
Fax: (931) 289-5543

June 12, 2023

To: Houston County Board of Education  
Kris McAskill, Director of Schools

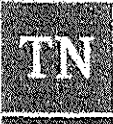
From: Mark Beal, <sup>MB</sup>Asst. Director

Re: Federal Amendment (Title IA)

Please review and approve the attached amendment for FY/23 Title IA. This amendment will keep our school system in compliance with audit requirements and federal accountability standards.

Thank you.

XC: Teresa Roby, Federal Bookkeeper  
Jonna Moore, Payroll



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Budget Overview Plus/Minus

Houston County (420) Public District - FY 2023 - Consolidated - Rev 8 - Title I, Part A

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Indirect Cost	
Total Contributing to Indirect Cost	\$470,674.88
Indirect Cost Rate	3.74%
Maximum Allowed for Indirect Cost	\$16,968.61

Filter by Location: All - \$525,074.88

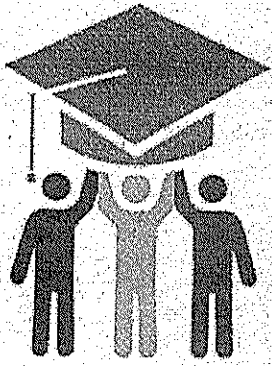
Show Unbudgeted Categories

Account Number	71100 - Regular Instruction Program	72210 - Support Services/Regular Instruction Program	Total
Line Item Number			
116 - Teachers	183,340.00		183,340.00
163 - Educational Assistants	108,150.00	0.00	108,150.00
189 - Other Salaries & Wages	0.00	6,695.00	6,695.00
198 - Non-certified Substitute Teachers	1,600.00	0.00	1,600.00
	+\$600.00		+\$600.00
201 - Social Security	18,100.00	525.00	18,625.00
204 - State Retirement	21,500.00	900.00	22,400.00
207 - Medical Insurance	35,000.00	1,100.00	36,100.00
212 - Employer Medicare	4,800.00	125.00	4,925.00
303 - Consultants		250.00	250.00
336 - Maintenance & Repair Services - Equipment	2,000.00	0.00	2,000.00
399 - Other Contracted Services	0.00	4,000.00	4,000.00
429 - Instructional Supplies & Materials	67,919.19		67,919.19
499 - Other Supplies and Materials	4,650.00	2,000.00	6,650.00
524 - In-Service / Staff Development		8,020.69	8,020.69
722 - Regular Instruction Equipment	54,400.00		54,400.00
	-\$600.00		-\$600.00
Total	501,459.19	23,815.69	525,074.88
		Adjusted Allocation	525,074.88
		Remaining	0.00

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# HOUSTON COUNTY SCHOOL DISTRICT

*Building Excellence & Success Together*

To: Houston County Board of Education  
From: Kelly Brown  
CC: Ms. Kris McAskill  
Date: 05/10/2023  
Re: CFA/IDEA Budget Amendments

---

I am submitting the IDEA Part B amended budget under the FY23 Consolidated Funding Application (CFA) for approval. This budget was amended to pay for special education teacher/assistant substitutes.





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Budget Overview Plus/Minus

Houston County (420) Public District - FY 2023 - Consolidated - Rev 7 - IDEA, Part B

Go To

Indirect Cost	
Total Contributing to Indirect Cost	\$378,086.50
Indirect Cost Rate	3.74%
Maximum Allowed for Indirect Cost	\$13,630.64

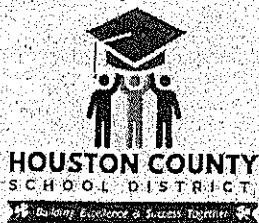
901

Filter by Location: All - \$382,267.50

Show Unbudgeted Categories

Account Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	72110 - Transportation Program	Total
Line Item Number				
116 - Teachers	47,400.00			47,400.00
128 - Homebound Teachers	3,000.00			3,000.00
163 - Educational Assistants	90,600.00			90,600.00
	-\$3,000.00			-\$3,000.00
171 - Speech Pathologist	129,600.00	0.00		129,600.00
198 - Non-certified Substitute Teachers	6,500.00			6,500.00
	-\$3,000.00			-\$3,000.00
201 - Social Security	16,750.00	0.00	0.00	16,750.00
204 - State Retirement	15,750.00	0.00	0.00	15,750.00
207 - Medical Insurance	32,380.00	0.00	0.00	32,380.00
212 - Employer Medicare	3,950.00	0.00	0.00	3,950.00
312 - Contracts with Private Agencies	0.00	11,000.00	0.00	11,000.00
313 - Contracts with Parents			200.00	200.00
322 - Evaluation & Testing	0.00	3,000.00		3,000.00
355 - Travel		1,700.00	0.00	1,700.00
399 - Other Contracted Services	0.00	10,000.00	0.00	10,000.00
429 - Instructional Supplies & Materials	2,500.00			2,500.00
499 - Other Supplies and Materials	2,500.00	756.50	0.00	3,256.50
524 - In-Service / Staff Development		500.00	0.00	500.00
725 - Special Education Equipment	4,181.00			4,181.00
Total	355,111.00	26,956.50	200.00	382,267.50
			Adjusted Allocation	382,267.50
			Remaining	0.00

Go To



May 24, 2023

To: Kris McAskill, Director of Schools  
From: Wendy Richardson, CTE Director  
Re: Federal Carl CTE Perkins Reserve Budget Amendment #2 for FY2023

Attached are amendments to the Federal Carl Perkins Reserve budget submitted for Board review. We are requesting to move funds from the vocational instructional equipment line to instructional supplies to complete our spend down plan for the fiscal year. The funds that are moved to the instructional supplies will be used to purchase an upright freezer, iPad, stand mixer, and other kitchen supplies.

cc: Teresa Roby, General Purpose & Federal Bookkeeper  
Board packet

CTE BUDGET AMENDMENT

Career and Technical Education  
Financial Information  
This is amendment #2 this year.

SCHOOL SYSTEM Houston County

Career & Technical Director: Wendy Richardson

SCHOOL SYSTEM NUMBER 420

Date: 5/24/2023

FEDERAL DESCRIPTION PROGRAM IMPROVEMENT

Carl Perkins Federal Revenue  
2022-2023

FEDERAL ALLOCATION 50,000.00

STATE REVENUE CODE 47131

FUND 142-802

ACCOUNT NUMBER	EXPENDITURE NAME OF ACCOUNT	CURRENT BUDGET	Increase	Decrease	AMENDED BUDGET
71300 429	Instructional Supplies & Materials	\$6,800.00	\$1,696.17	\$0.00	\$8,496.17
71300 730	Vocational Instruction Equipment	\$43,200.00	\$0.00	(\$1,696.17)	\$41,503.83
	Total	\$50,000.00	\$1,696.17	(\$1,696.17)	\$50,000.00

Account Number	Please provide a narrative justification for each line item increase or decrease below.
71300 429	This line item increased to purchase additional supplies and materials for Shamrock Corner as part of our spend down plan.
71300 730	This line item decreased to moved funds to the supplies and materials line to purchase additional supplies and materials for Shamrock Corner.





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Budget Overview Plus/Minus

Houston County (420) Public District - FY 2023 - CTE Perkins Reserve - Rev 2 - Secondary Application

Go To

Filter by Location: All - \$50,000.00  
Show Unbudgeted Categories

Account Number	71349 - Vocational Education Program	Total
Line Item Number		
429 - Instructional Supplies & Materials	8,496.17 +\$1,696.17	8,496.17 +\$1,696.17
730 - Vocational Instruction Equipment	-41,503.83 -\$1,696.17	41,503.83 -\$1,696.17
Total	-50,000.00	50,000.00
	Adjusted Allocation	50,000.00
	Remaining	0.00

Robby, Teresa

Production

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Houston County (420) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 2.0 - Rev 4 - Elementary and Secondary School Emergency Relief (ESSER) 2.0

Indirect Cost

Total Contributing to Indirect Cost	\$120,363.07
Indirect Cost Rate	15.09%
Maximum Allowed for Indirect Cost	\$15,781.37

Filter by Location: All - \$128,863.07

Account Number 71100 - Regular Instruction Program		72610 - Operation of Plant		Total
Line Item Number				
116 - Teachers	34,250.00			34,250.00
163 - Educational Assistants	1,450.00			1,450.00
198 - Non-certified Substitute Teachers	85.00			85.00
201 - Social Security	2,110.00	0.00		2,110.00
204 - State Retirement	3,010.00	0.00		3,010.00
	+\$1,280.00			+\$1,280.00
207 - Medical Insurance	1,700.00	0.00		1,700.00
212 - Employer Medicare	550.00	0.00		550.00
399 - Other Contracted Services	8,720.00	0.00		8,720.00
	-\$1,280.00			-\$1,280.00
410 - Custodial Supplies		5,000.00		5,000.00
429 - Instructional Supplies & Materials	46,541.90			46,541.90
430 - Textbooks - Electronic	15,992.00			15,992.00
499 - Other Supplies and Materials	954.17	0.00		954.17
722 - Regular Instruction Equipment	8,500.00			8,500.00
Total	123,863.07	5,000.00		128,863.07

Account Number 71100 - Regular Instruction Program 72610 - Operation of Plant

Line Item Number

Adjusted Allocation	
	128,863.07
Remaining	
	0.00

Total

MOTION by Johnathon Floyd, second by Darrell Kingsmill.

I make a motion to approve.

MOTION PASSED



## Houston County Highway Department

Teresa Alsobrooks - Highway Superintendent

3340 Highway 149 - Erin, TN 37061 - Office: (931) 289-4151 - Fax: (931) 289-5185

Date: June 20, 2023

To: Houston County Legislative Body

Re: Budget Transfers/Amendments

Budget Transfer From:	Amount:	Budget Transfer To:
61000-355 Travel	\$ 200.00	61000-327 Freight Expenses
61000-355 Travel	\$ 100.00	61000-334 Maintenance Agreements
62000-143 Equipment Operators	\$ 1,200.00	62000-149 Laborers
62000-405 Asphalt-Liquid	\$ 7,118.57	62000-403 Asphalt-Cold Mix
62000-405 Asphalt-Liquid	\$ 7,900.00	62000-404 Asphalt-Hot Mix
62000-405 Asphalt-Liquid	\$ 20,000.00	62000-409 Crushed Stone
62000-143 Equipment Operators	\$ 100.00	63100-142 Mechanic
68000-718 Motor Vehicles	\$ 28,000.00	63100-336 Maintenance & Repair Services
68000-718 Motor Vehicles	\$ 16,000.00	63100-338 Maintenance & Repair Services - Vehicles
62000-399 Other Contracted Services	\$ 8,000.00	63100-412 Diesel
68000-718 Motor Vehicles	\$ 30,000.00	63100-453 Vehicle Parts
65000-413 Drugs & Medical Supplies	\$ 20.00	65000-307 Communication
65000-413 Drugs & Medical Supplies	\$ 100.00	65000-410 Custodial Supplies
61000-355 Travel	\$ 1,200.00	65000-599 Other Charges
68000-719 Office Equipment	\$ 300.00	66000-206 Life Insurance
<b>TOTAL</b>	<b>\$ 120,238.57</b>	

Joey Brake, County Mayor reported to this legislative body that at the request of our county attorney we would like permission to go into executive session if I can get a motion for that.

MOTION by Johnathon Floyd, second by Glenn Baggett.

I make that motion.

MOTION PASSED

MOTION by Glenn Baggett, second by Randall French.

I move we adjourn.

MOTION PASSED