

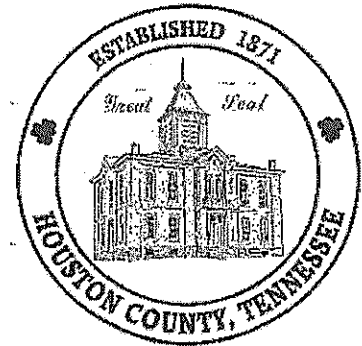
BE IT REMEMBERED that the Houston County Legislative Body met in a Regular Session on January 22, 2024. Present and presiding was Joey Brake, County Mayor. Also attending were Robert R. Brown, County Clerk, Kevin Sugg, Sheriff, James Stanley, Fire Chief and Charles Parks, County Attorney. County Commissioners were: William Agy, Stephanie Smith, Randall French, Steve Hall, Glenn Baggett, Johnathon Floyd, Darrell Kingsmill, Howard Spurgeon, Vickie Reedy, Jean Tolley, Garet Mathis, Fred Richardson, Carter Cary and Robert Parchman.

MOTION by Fred Richardson, second by Johnathon Floyd.

I move we approve the agenda.

MOTION PASSED

AGENDA
HOUSTON COUNTY LEGISLATIVE BODY MEETING
January 22, 2024



- I. Call to Order
- II. Roll Call
- III. Agenda Approval
- IV. Minutes Approval
- V. Notaries: (New) Crystal Mills
(Renewal) Randy Fansler, Rhonda Pride
- VI. Old Business
 - 1. E2 Update
 - 2. EMA Update
 - 3. Hospital-TruBridge Discussion
- VII. New Business
 - 1. Introduction of our new VSO: Mr. Miller
 - 2. Joshua 1:9 Opioid Funds Request
 - 3. Holiday Calendar update
 - 4. Agreement between TN Dept of Health and Houston County
 - 5. Memorandum of Understanding: Tech Goes Home
 - 6. FY24 Airport Maintenance Grant
 - 7. Grant funds for Tennessee Law Enforcement Hiring, Training, & Recruitment Program
 - 8. Archives Development Grant
 - 9. Sheriff Dept: Cell phones
 - 10. Sheriff Dept: Surplus Items
 - 11. Highway Department: Road List January 2024
 - 12. Fire Dept Truck Purchase
 - 13. 911 Letter to State of Tennessee
- VIII. Budget Amendments and Transfers
 - 1. \$6,000.00 County Clerk Title Fees
 - 2. \$5,000.00 Archives Grant Transfer
 - 3. \$26,560.00 Voting Machine Grant
 - 4. \$162.00 Election Payroll Correction
 - 5. \$2,900.00 EMA Budget Correction
 - 6. \$264.80 Litter Grant Correction
 - 7. \$2,421.50 Fire Dept Refund
 - 8. \$31,291.58 Opioid Transfer
 - 9. Highway Department Transfers
 - 10. Board of Education Transfers
- XI. Reports
 - 1. Judicial Commissioners Report
 - 2. Fire Department Report
 - 3. Sheriff Department Report
 - 4. Highway Department Report
 - 5. Board of Education Report
 - 6. Library Report
- X. Public Comments:
- XI. Adjourn

MOTION by Randall French, second by Glenn Baggett.

I move we approve the minutes.

MOTION PASSED

MOTION by Randall French, second by Glenn Baggett.

I move we approve the notary.

MOTION PASSED

MOTION by Howard Spurgeon, second by Darrell Kingsmill.

I move we approve the notary renewals.

MOTION PASSED

MOTION by Randall French, second by Glenn Baggett.

I move this be referred to the budget committee.

MOTION PASSED

Joey Brake, County Mayor reported to this legislative body that no action needed on the on the EMA Update.

Joey Brake, County Mayor reported to this legislative body that next was a contract with Trubridge and the Hospital. That the county attorney recommended that we discuss this in executive session.

MOTION by Randall French, second by Johnathon Floyd.

I move that we recess and go into executive session and then come back tonight.

MOTION PASSED

Joey Brake, County Mayor reported to this legislative body that we are in recess to go into executive session.

Joey Brake, County Mayor called the meeting back to order.

MOTION by Howard Spurgeon, second by Johnathon Floyd.

I make a motion that we authorize the county attorney to negotiate with Trubridge.

MOTION PASSED

Joey Brake, County Mayor reported to this legislative body that next was the introduction of veterans service officer. That we was not here but in class.

MOTION by Howard Spurgeon, second by Glenn Baggett.

I move that we refer this to the budget committee. That the budget committee to make the determination if funds are truly available and they have the authority to make the decision.

MOTION PASSED

I move we approve.

MOTION PASSED

2024 FEDERAL HOLIDAY CLOSINGS

DATE	HOLIDAY	COURTHOUSE WILL BE CLOSED
January 1, 2024	New Year's Day	Monday, January 1
January 15	Martin Luther King Jr. Birthday	Monday, January 15
February 19	President's Day	Monday, February 19
March 29	Good Friday*	Friday, March 29
May 27	Memorial Day	Monday, May 27
June 19	Juneteenth	Wednesday, June 19
July 4	Independence Day	Thursday, July 4
September 2	Labor Day	Monday, September 2
October 14	Columbus Day	Monday, October 14
November 11	Veterans Day	Monday, November 11
November 29	Thanksgiving Day	Thursday, November 28 & Friday November 29
December 24 & 25	Christmas Eve & Christmas Day	Tuesday, December 24 & Wednesday, December 25
January 1, 2025	New Year's Even & New Year's Day	Tuesday, December 31 & Wednesday, January 1

*Not a federal holiday, county observed holiday.

MOTION by Steve Hall, second by Darrell Kingsmill.

I make a motion to approve.

MOTION PASSED

AGREEMENT
BETWEEN
TENNESSEE DEPARTMENT OF HEALTH
AND
HOUSTON
COUNTY

This agreement is entered into this first day of July, 2023, between the Tennessee Department of Health, hereinafter referred to as the STATE and HOUSTON County, hereinafter referred to as the COUNTY.

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

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

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

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

A. THE COUNTY AGREES:

1. To appropriate a total of \$44,507 for support of the HOUSTON County Health Department. This amount consists of:

- a. \$28,587 Direct-Local funds (for which the COUNTY shall not be billed); in accordance with Item 3 below.
- b. \$15,920 of appropriation for which the COUNTY shall be billed in accordance with Item 3 below.

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

B. THE STATE AGREES:

1. To provide a total of \$864,800 in support of the HOUSTON County Health Department.
2. Upon written request, to provide a reporting of all expenditures and revenues.


C. BOTH PARTIES AGREE:

1. It is further agreed that the funds shall be used to pay salary, longevity, fringe benefits, travel, meals and/or lodging and other necessary expenses. The salary and travel, meals and/or lodging payments shall be paid in accordance with State regulations, policies and procedures, and subject to funding availability.
2. The term of this agreement will begin July 1, 2023, and shall extend through June 30, 2024.
3. This agreement may be amended in accordance with procedures established by the Commissioner of the Tennessee Department of Health. All amendments must be reduced to writing.

Approved:

County Health Director -

Regional Public Health Director



Fiscal Officer of Local
Appropriating Authority

Assistant Commissioner, Community
Health Services



Commissioner, Department of Health



I make a motion to approve.

MOTION PASSED

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE ENTERPRISE CENTER
AND
HOUSTON COUNTY GOVERNMENT**

This Memorandum of Understanding ("MOU") is entered into on this _____ day of December, 2023, by and between Tech Goes Home, a program of THE ENTERPRISE CENTER, a Tennessee nonprofit corporation with an address of 1100 Market Street, Suite 500, Chattanooga, Tennessee 37402 ("TGH") and the Houston County Government, a Tennessee County Government with its principal office located at 4728 East Main Street Erin, TN 37061 (the "Partner").

WHEREAS, The Enterprise Center is a Chattanooga-based economic development non-profit that works to unite people, organizations, and technology to build an advanced and inclusive future for communities across Tennessee;

WHEREAS, The Enterprise Center promotes agency and resiliency through a focus on digital inclusion, collaborating with community anchor institutions to connect people to 21st century educational and employment opportunities;

WHEREAS, Tech Goes Home is a marquee program of The Enterprise Center and facilitates access to internet connectivity, hardware and digital skills training for the region's most marginalized populations;

WHEREAS, Tech Goes Home works with more than 200 partner organizations using a train-the-trainer model, adapting support to specific community needs, building capacity by removing back-end logistical barriers for partners, and increasing opportunity through digital skills trainings with expert, continuously updated curricular resources;

WHEREAS, The Enterprise Center is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and, through Tech Goes Home, has committed to support grant applications and pursue funding opportunities in collaboration with Partner (the "Project"); and

WHEREAS, the parties agree that through the Project they hope to engage in a future initiative together that is funded through a grant or other means (a "Funded Project"). A Funded Project between the parties shall be discussed between the parties and memorialized in separate written agreements signed by both parties.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following:

1. **Effective Date.** The "Effective Date" of this MOU shall be the date upon which this MOU is signed by TGH.
2. **Term.** The term of this MOU shall begin on the Effective Date and shall terminate upon the execution by both parties of a separate written agreement to collaborate on a Funded

Project (the "Term"). Notwithstanding the foregoing, this MOU shall terminate on the fourth anniversary of its Effective Date should the parties not execute a separate written agreement associated with a Funded Project.

3. **Termination.**

TGH may terminate this MOU at any time if (a) Partner uses the Funds for any purpose other than as stated in the Project Plan; (b) Partner makes any misrepresentation in any report, communication, or document delivered to TGH; or (c) the budget terminates by reason of funder action or otherwise. If TGH takes such action, TGH will send Partner a written notice to that effect, with the termination effective 10 days after TGH delivers it.

Either party hereto shall be entitled to terminate this MOU if the other party hereto materially defaults in its obligations hereunder and does not cure such default within thirty (30) days after written notice thereof, or if such default cannot be cured within thirty (30) days, such party initiates cure of such default within thirty (30) days and continues to pursue such cure to completion.

4. **Purpose.** This MOU serves the following four purposes: 1) This MOU outlines the general expectations of TGH and Partner regarding the Project and future collaboration on a Funded Project; 2) This MOU sets forth each party's responsibilities regarding the Project; 3) This MOU places requirements on the parties' communications associated with the Project; 4) This MOU requires both parties to work together on financial matters related to the Project and a Funded Project.

5. **The Project.** The parties shall collaborate on grant applications and funding opportunities in pursuit of a Funded Project. This collaboration includes developing a project plan, sharing grant language, reviewing grant and other funding language, and providing letters of support.

6. **TGH Responsibilities.** TGH will reasonably cooperate with Partner to pursue the Project. TGH will work with Partner to develop a plan for a Funded Project. TGH shall provide model curriculum and program resources for the Project. TGH may also adapt existing resources for the Project.

7. **Partner Responsibilities.** Partner shall cooperate with TGH to pursue the Project and develop a plan for a Funded Project. Partner shall not include TGH in a grant proposal or application for a funding opportunity without TGH's prior written consent.

8. **Communications.** The parties expect press releases, social media content/posts, marketing materials, or other public communications (collectively "Public Communications") associated with the Project and any Funded Project. The parties agree that neither party shall release Public Communications that include the other party without such party's prior written consent. For the avoidance of doubt, Partner shall not release Public Communications that include TGH without TGH's prior written consent.

9. **Finances.** As a part of the Project, the parties shall collaborate on the proposed budget and financial plans to implement a Funded Project.
10. **Funded Project.** Should Partner receive grant funding to pursue a Funded Project based on the Project, Partner shall manage all grant funds ("Funds") and be responsible for reporting requirements associated with such grant. Partner shall provide trainers, volunteers, and space to host courses. Partner shall also recruit class participants and collaborate with TGH to address specific to the population and locality needs. In the event there is a Funded Project, the parties shall develop a process to allocate project funds and satisfy financial reporting requirements.

TGH and Partner will use Funds solely as described in the Project Plan. Unless otherwise stated in the Project Plan, TGH and Partner will not use Funds to engage in lobbying activities. TGH and Partner will not use Funds to influence any election or engage in any political or other activity that is prohibited by Internal Revenue Code Section 501(c)(3), or to support any person or organization engaged in terrorist activity.

In the event the Project results in a Funded Project, TGH will assist Partner with the following: (i) marketing materials and form documents; (ii) training and training support for staff; (iii) staff or volunteer stipends, provided through Funded Project grant funds; (iv) technology to support participant training; (v) information technology and internet connectivity support through existing vendors; (vi) surveys and data collection resources; and (vii) budgeted site-based technology resources.

TGH will provide such reports and documents as contemplated by the Project Plan or as the Partner may otherwise request in connection with Project execution and compliance with the Project Plan. Any reporting information received from the funder needs to be provided to TGH immediately upon receipt. Additionally, any changes that need to be made to TGH surveys for reporting purposes need to be communicated before the grant contract begins, so survey development can be appropriately written into the budget. TGH acknowledges that Partner is relying on information provided by TGH for purposes of complying with the Funding Agreement.

Partner will notify TGH promptly of (i) any material changes in Project design or implementation; (ii) loss of other funding, the filing of any litigation, or any other development that has, or could have, a materially adverse effect on TGH's financial condition, or otherwise materially affect its ability to carry out the Project; (iii) any changes in its senior management team or key personnel responsible for carrying out the Project; or (iv) any changes in Subgrantee's status as a nonprofit corporation, tax-exempt public charity, or, if applicable, fiscally-sponsored project in good standing.

11. **Confidentiality.** The parties may receive Confidential Information (defined below) during the Term. "Confidential Information" means the specific terms and conditions of the MOU and any non-public technical or operations information of a party ("Discloser"), including without limitation any information relating to a party's techniques, know-how, current and future products and services, research, financial

information, operations forecasts, marketing plans and any other information which is disclosed to the other Party ("Recipient") in any form and (i) which is marked or identified as confidential or proprietary at the time of disclosure, or (ii) that the Recipient knows or should reasonably know to be the confidential or proprietary information of the Discloser given the nature of such information and the circumstances of its disclosure. Confidential Information does not include information that (i) was generally known to the public at the time of disclosure; (ii) was lawfully received by the Recipient from a third-party; was known to the Recipient prior to receipt from the Discloser; or (iv) was independently developed by the Recipient or independent third parties. In each of the foregoing circumstances, this exception applies only if such public knowledge or possession by an independent third-party was without breach by the Recipient or any third-party of any obligation of confidentiality or non-use, including but not limited to the obligations and restrictions set forth in this MOU.

Both TGH and Partner shall only use the other's Confidential Information as necessary to act under this MOU. They must not use or disclose such information for any other purpose during or after the termination of their relationship. TGH and Partner will only disclose the other party's Confidential Information to persons or entities who need to know the information to perform under this MOU. This Section 11 shall survive termination of this MOU.

Nothing in the MOU shall prohibit Recipient from disclosing Confidential Information of the Discloser if legally required to do so by judicial or governmental order ("Required Disclosure"); provided that the Recipient shall: (i) give the Discloser prompt written notice of such Required Disclosure prior to disclosure; (ii) cooperate with the Discloser in the event the Discloser elects to oppose such disclosure or seek a protective order with respect thereto, and (iii) only disclose the portion of Confidential Information requested explicitly by the Required Disclosure.

12. **Notice.** Any notices, documents, correspondence or other communications concerning this MOU shall be addressed to the contact person for each party as set forth below:

If to TGH:

The Enterprise Center
Attn: Sammy Lowdermilk
1100 Market Street, Suite 500
Chattanooga, TN 37402
Email: sammy@techgoeshomecha.org

If to Partner:

Houston County Government
Attn:
PO Box 366
Erin, TN 37061
Email:

With a copy to:

Kathleen Siciliano
Chambliss, Bahner and Stophel P.C.
605 Chestnut St, Suite 1700

Chattanooga, TN 37450
 Tel: (423) 757-0252
 Email: ksiciliano@chamblisslaw.com

13. **Governing Law.** This MOU shall be governed by the laws of the State of Tennessee.
14. **Waiver.** A waiver by either party of any terms or conditions of this MOU shall be in writing. Either party's failure to insist on enforcement of any of the terms or conditions of this MOU or to exercise any right hereunder, or either party's waiver of any terms or conditions does not waive any other terms, conditions, or rights, whether of the same or similar type.
15. **Insurance and Indemnification.** Partner will carry or obtain the insurance, if any, specified in the Project Plan.

 Partner will defend, indemnify, and hold harmless TGH, and its directors, officers, employees, agents, and assigns (collectively, "TGH Parties"), from and against all claims, liabilities, losses, damages, and expenses, including, without limitation, attorneys' fees, which arise from: (a) Partner's execution of the Project; (b) Partner's breach of this MOU; or (c) actions by Partner that cause TGH to be in breach of the budget.
16. **Independence.** TGH and Partner will remain independent contracting parties. The arrangements contemplated by this MOU do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Any use of the term "partner" or comparable term in any communications is solely for convenience.
17. **Severability.** The invalidity, illegality, or unenforceability of any provision of this MOU, or the occurrence of any event rendering any portion or provision of this MOU void, shall in no way affect the validity or enforceability of any other portion or provision of this MOU. Any void provision shall be deemed severed from this MOU, and the balance of this MOU shall be construed and enforced as if this MOU did not contain the particular portion or provision held to be void. The parties further agree to amend this MOU to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire MOU from being void should a provision which is of the essence of this MOU be determined void.
18. **Assignment.** Partner shall not assign any rights or duties under this MOU without the prior written consent of TGH. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligations under this MOU.
19. **Third Party Rights.** Nothing in this MOU shall be construed to give any rights or benefits to anyone other than TGH and Partner.

20. **Entire Agreement.** This MOU represents the entire and integrated agreement between the parties hereto. All prior and contemporaneous communications, representations, and agreements by the parties, whether oral or written, relating to the subject matter of this MOU are hereby incorporated into and shall become a part of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by and through their respective authorized signatories.

THE ENTERPRISE CENTER

By: _____
Name: _____
Title: _____
Date: _____



PARTNER

By: County Mayor
Name: James Biche
Title: Humboldt County Mayor
Date: 1/23/24

I move we approve.

MOTION PASSED

01-19-23 GG
TAD PROJECT NUMBER: 42-555-0714-24
TAD CONTRACT NUMBER: AERM-24-138-00

<div><div>GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)</div></div>					
Begin Date 7/1/2023		End Date 6/30/2024		Agency Tracking # 40100-51008	
Edison ID 74118				Edison Vendor ID 2845	
Grantee Legal Entity Name Houston County			Assistance Listing Number # N/A		
<div><input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient</div>			Grantee's fiscal year end		
Service Caption (one line only) FY24 Airport Maintenance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	\$15,000.00	\$0.00		\$0.00	\$15,000.00
TOTAL:	\$15,000.00	\$0.00		\$0.00	\$15,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.		
<input type="checkbox"/> Non-competitive Selection			Describe the reasons for a non-competitive grantee selection process.		
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. <div> TDO/Financial Contracts Sig (Sep 11, 2023 18:20 CDT)</div>				CPO USE - GG	
Speed Chart (optional) TX00317493		Account Code (optional) 71301			

VENDOR ADDRESS: 18

LOCATION CODE: LERN-001

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

This grant contract ("Grant Contract"), by and between the State of Tennessee Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Houston County hereinafter referred to as the "Grantee," is for the provision of maintenance, 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 purpose of this grant shall be to provide financial assistance to a publicly owned airport. Pursuant to the provisions of Tennessee Code Annotated 42-2-203, assistance shall be for eligible maintenance work items or improvements as described but not limited to as shown in Attachment Reference. The Grantee shall provide a five percent (5%) participation of actual costs.
- A.3. 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 One**) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on July 1st, 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 **Fifteen Thousand Dollars and Zero Cents (\$15,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Two** 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:

Department of Transportation – Aeronautics Division
<https://www.blackcataviation.com>

- 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 Transportation – Aeronautics Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were

incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to 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 sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of 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:
- 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.
 - 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.
 - 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:

Matthew Burns
Transportation Program Monitor
Aeronautics Division
TN Dept. of Transportation – Aeronautics Division
7335 Centennial Boulevard
Nashville, TN 37209
Telephone: 615-741-3208

The Grantee:

Joey Brake, County Mayor
Houston County
4725 E Main Street #101
Erin, TN 37061
Email: countymayor@hocotn.com
Telephone: 931-289-3633

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. Grantee shall submit one of the following for Grant amounts greater than Two Thousand dollars (\$2,000.00) but less than Ten Thousand dollars (\$10,000.00): Grants with a term of only one (1) year – Grantee shall submit a final report within three (3) months of the Effective Date. Grants with a term more than one (1) year, 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).
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete **Attachment Three.**
- 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. Reserved.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with 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. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.3. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.4. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.5. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.6. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the

research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.

IN WITNESS WHEREOF,

HOUSTON COUNTY:

<u>Joey Brake</u> <small>Joey Brake (Aug 25, 2023 14:51 CDT)</small>	Aug 25, 2023
GRANTEE SIGNATURE	DATE
JOEY BRAKE, COUNTY MAYOR	
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)	

TENNESSEE DEPARTMENT OF TRANSPORTATION:

<u>Howard H. Eley</u> <small>Howard H. Eley (Sep 13, 2023 13:01 CDT)</small>	Sep 13, 2023
HOWARD H. ELEY, DEPUTY GOVERNOR & COMMISSIONER	DATE

APPROVED AS TO FORM AND LEGALITY:

<u>John Reinbold</u>	Sep 13, 2023
JOHN REINBOLD, GENERAL COUNSEL	DATE

This grant is intended to assist airports with expenses related to the maintenance and upkeep of airport facilities and grounds that are not of sufficient size to request a stand-alone project.

The following are examples of eligible and ineligible items for use with your Airport Maintenance grant. This is not an all-inclusive list. If you have questions about the eligibility of an expense contact TDOT Aeronautics Division.

Eligible Uses:

1. Preventive maintenance, repair or replacement of maintenance buildings, equipment, navigational aids, lighting systems, pavements and other property or facilities necessary for the safe and efficient functioning of the airport
2. Purchase of mowing equipment
3. Maintenance services such as mowing, landscaping or other related work on airport property (i.e. services contracted by airport sponsor, county/city grounds service – journal vouchered for the time worked on airport maintenance only)
4. Unicom and other radio equipment
5. Airport signage, including airfield signage, entrance signs, road signs, and directory signs
6. Fire extinguishers including inspection fees
7. Installation and subscription to an aviation flight planning satellite weather system (i.e. D.T.N., W.S.I. or Pan Am Weather Systems)
8. Testing or inspection of underground fuel storage tanks, and associated fees (as necessary to comply with federal and/or state regulations)
9. Sales tax on eligible items
10. QTPod Fuel Services for upgrade to self-service stations from the 3000 series to 4000 series.

Ineligible Uses:

1. Food or drink
2. Fuel for any purpose
3. Uniforms or Uniform Services
4. Cleaning supplies, cleaning service including waste removal
5. Items that would only be used/worn by one individual. (i.e. boots, clothing, gloves, etc.)
6. Utility or telephone bills (including cellular / "land line")
7. Maintenance of facilities or equipment not owned or located on the airport property
8. Purchase or maintenance of aircraft, automobiles, pickup trucks, tugs or any passenger vehicle including club cars (golf carts).
9. Services performed by a Fixed Based Operator (FBO), by anyone employed or contracted by the FBO, or employees of the airport sponsor, for any type of airport operational duties or functions that would normally be required of their job.
10. Insurance of any type
11. Computers, computer software, computer peripherals, or Internet Service (unless otherwise noted above)
12. Office supplies, including toner and copy paper
13. Furniture (including cabinetry of any type)
14. Television/Cable
15. Office Equipment (unless otherwise noted above)
16. Repairs of office equipment
17. Registration, travel or expenses for conferences or seminars
18. Purchase (or repair) of appliances
19. Firearms/Weapons
20. Local matching funds for Projects

TDOT Aeronautics will determine the eligibility for reimbursement for all items on a case by case basis regardless of the item's inclusion in the lists above.

ATTACHMENT TWO
PAGE ONE

GRANT BUDGET				
Houston County: FY24 Airport Maintenance			AERM-24-138-00	
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:				
BEGIN: 7/1/2023		END: 6/30/2024		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$15,000.00	\$789.47	\$15,789.47
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	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 ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	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	\$15,000.00	\$789.47	\$15,789.47

¹ 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>).

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

ATTACHMENT TWO
PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FY24 Airport Maintenance	\$15,000.00
TOTAL	\$15,000.00

TAD Project # 42-555-0714-24

Project Breakdown:	\$15,000.00	95% State
TX#00317493	\$ 789.47	5% Local Participation
Grant Total:	\$15,789.47	

Reimbursable Amount: \$15,000.00

Notwithstanding any provision contained herein, grantee agrees to participate (fund) at least five (5%) of the total project cost.

ATTACHMENT THREE
PAGE ONE

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is Grantee Legal Entity Name a parent? Yes ☒ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Grantee Legal Entity Name a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: Mayor Joey Brake

Address: 4725 E Main Street PO Box 366 Erin, TN 37061

Phone number: 931-289-3633


Email address: countymayor@hocoton.com, hcexassist@peoplestel.net

Parent entity's Edison Vendor ID number, if applicable: 2845

MOTION by Glenn Baggett, second by Howard Spurgeon.

I move we approve.

MOTION PASSED

<div><div>GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)</div></div>					
Begin Date January 16, 2024		End Date March 7, 2028		Agency Tracking # 33501-244890	
Edison ID Non-Edison Contract 77833-153					
Grantee Legal Entity Name Houston County				Edison Vendor ID 0000002845	
Subrecipient or Recipient <div><input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient</div>		Assistance Listing Number Grantee's fiscal year end			
Service Caption (one line only) Grant funds for Tennessee Law Enforcement Hiring, Training and Recruitment Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	\$40,000.00				\$40,000.00
2025	\$40,000.00				\$40,000.00
2026	\$40,000.00				\$40,000.00
2027	\$40,000.00				\$40,000.00
2028	\$40,000.00				\$40,000.00
TOTAL:	\$200,000.00				\$200,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		This contract resulted from a competitive procurement pursuant to authority delegated by the Central Procurement Office in accordance with Tenn. Comp. R. & Regs. 0690-03-01-.04.			
<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)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
AND
HOUSTON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" or the "Grantor State Agency" and Houston County, hereinafter referred to as the "Grantee", is for the provision of grant funds for Tennessee Law Enforcement Hiring, Training and Recruitment Program to Tennessee law enforcement agencies to award hiring and retention bonuses, 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 remain in compliance with Peace Officer Standards and Training (POST) Commission rules for local law enforcement agencies throughout the duration of this contract found at <https://publications.tnsosfiles.com/rules/1110/1110.htm>.
- A.3. Definitions. For purposes of this Grant Contract, definitions shall be as follows and as set forth in the Contract:
 - a. "Eligible Officer" means an Experienced Officer or a No Previous Certified Experience Officer hired by a local law enforcement agency in Tennessee after May 1, 2023. An Eligible Officer cannot have previously surrendered a certification in any state, have been decertified by the POST Commission or equivalent in any state in the United States, or have been decertified as a result of a court order by any state or federal court.
 - b. "Experienced Officer" means:
 - i. a law enforcement officer who has been POST-certified in Tennessee with a break in service as a law enforcement officer of more than one (1) year but less than seven (7) years; or
 - ii. a law enforcement officer who has been POST-certified or the equivalent POST-certification from any state in the United States, other than Tennessee, with a break in service of less than seven (7) years.
 - c. "Longevity Milestone" means, for an Experienced Officer, the time periods of six (6) months, twelve (12) months, twenty-four (24) months, or thirty-six (36) months the Eligible Officer serves on the Grantee's active roster. "Longevity Milestone" shall have the same definition for a No Previous Experience Officer except that it does not include six (6) months.
 - d. "No Previous Certified Experience Officer" means a law enforcement officer who has never been certified in Tennessee, or the equivalent in any state in the United States, or a previously certified officer with a break in law enforcement service of seven (7) years or more.
- A.4. The Grantee shall submit appropriate documentation to claim funds, subject to availability, pursuant to paragraph C.5. to the State to request the bonus payment amount corresponding to an Eligible Officer's status as either an Experienced Officer or a No Experience Officer and the applicable Longevity Period as set out in paragraph C.3. for any Eligible Officer hired by Grantee on or after May 1, 2023. The Grantee must send the request for payment within sixty (60) days, or a longer time as approved in writing by the State, of the Eligible Officer reaching a Longevity Milestone. Longevity Milestones will be calculated from the date on which the Eligible Officer was added to the Grantee's active roster after becoming an Eligible Officer and, as such, will vary by Eligible

Officer. The Grantee may request funds under this Grant Contract to make one (1) payment to each Eligible Officer for each of the Longevity Milestones that the Eligible Officer reaches.

A.4.a. The Grantee shall distribute the funds remitted by the State pursuant to paragraph A.4, without reduction, as a bonus payment to the Eligible Officer for whom the funds were requested within thirty (30) days of the Grantee's receipt of the funds.

A.4.b. The Grantee shall verify at the time of submitting a claim and certify to the State that the Eligible Officer has, as required by POST rules, completed basic training, transition school or its approved equivalent, in-service training, or a combination.

A.4.c. The Grantee shall submit a claim form for a bonus payment only for an Eligible Officer who is an Experienced Officer or a No Previous Certified Experience Officer at the time of hire by the Grantee on or after May 1, 2023.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on January 16, 2024 ("Effective Date") and ending on March 7, 2028, ("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 Two Hundred Thousand dollars (\$200,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A 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. Periodic Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. The amount set out in the Recruitment/Retention Payout Schedule, below, for each Eligible Officer who has reached a Longevity Milestone shall be paid to the Grantee in advance upon approval by the State of a request received pursuant to paragraph A.3. The total of said payments shall not exceed the maximum liability of this Grant Contract.

Recruitment/Retention Payout Schedule					
Recruitment/Retention Category	Payment Upon Completion of Longevity Period/Anniversary Below				
	6 Months	12 Months	24 Months	36 Months	Total Bonus
Category 1 Officers – Experienced	\$1,000	\$3,000	\$3,000	\$3,000	\$10,000
Category 2 Officers – No Previous Certified Experience		\$3,000	\$2,500	\$2,500	\$8,000

C.4. Travel Compensation. The Grantee shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Grantee shall submit a Cost Sharing- Recruitment Grant Invoice, attached and incorporated as Attachment B, to the State no more often than monthly but at least once a quarter, with all necessary supporting documentation, and present such to:

William "Chip" Kain, Executive Secretary
 POST Commission
 3025 Lebanon Pike
 TN Law Enforcement Training Academy
 Nashville, TN 37214
William.kain@tn.gov

a. Each Cost Sharing- Recruitment Grant Invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Grantee Name.
- (2) Name and Signature of the Grantee's Chief.
- (3) The Invoice Date.
- (4) The following for each Eligible Officer for whom a claim is being made under this Grant Contract:
 - i. Officer Name;
 - ii. Officer PSID;
 - iii. If the officer is an Experienced Officer or No Previous Experience Officer;
 - iv. The officer's start date with Grantee on Grantee's active roster;
 - v. The date on which the officer met a Longevity Milestone; and
 - vi. The Longevity Milestone that the officer has met.

b. The Grantee understands and agrees to all of the following:

- (1) Any claim 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 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. Upon receipt of the completed Cost Sharing- Recruitment Grant Invoice from the Grantee, the State will complete the following information on the invoice:

- (1) Grantee's Edison ID;
- (2) Contract Number (assigned by the State);
- (3) Invoice Number (assigned by the State);
- (4) The number of Eligible Officers approved as meeting each Longevity Milestone by category (Experienced Officer or No Experience Officer); and
- (5) Grantee's mailing address as set out in paragraph D.8. or as otherwise agreed in writing by the parties.

C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.7. 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.8. 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.9. 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.10. 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.11. 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.12. 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 be responsible for maintaining and submitting 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:

William "Chip" Kain, Executive Secretary
POST Commission
3025 Lebanon Pike
TN Law Enforcement Training Academy
Nashville, TN 37214
William.kain@tn.gov

The Grantee:

Kevin L Sugg, Sheriff
Houston County/Houston County Sheriff's Office
3330 Highway 149
Erin, TN 37061
klsugg@hcsotn.org
Telephone # 731-925-3200

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. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C Notice of Audit.

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
- 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.

IN WITNESS WHEREOF,

HOUSTON COUNTY:


GRANTEE SIGNATURE

12-21-23

DATE

Joey Brake, County Mayor
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER.

DATE

ATTACHMENT A

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period: BEGIN: January 16, 2024 END: March 7, 2028				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
4, 15	Professional Fee, Grant & Award ²	\$200,000.00	\$200,000.00	\$200,000.00
25	GRAND TOTAL	\$200,000.00	\$200,000.00	\$200,000.00

¹ 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>).

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant payments to Grantee to make bonus payments to Eligible Officers	\$200,000.00
TOTAL	\$200,000.00

ATTACHMENT B



**Tennessee Law Enforcement Hiring, Training, and Recruitment Program
Cost Sharing- Recruitment Grant Invoice**

Complete for each officer who met the designated benchmarks and anniversary dates.
Attach additional copies or a spreadsheet if necessary.

[illegible]

Name of Law Enforcement Agency: _____
 Print Name of Chief: _____ Date: _____
 Signature of Chief: _____

For Internal Use Only:

Grantee Edison ID:						Contract No.:		Invoice No.:		
Recruitment/Retention Category		Payment Upon Completion of Longevity Period/Anniversary Below				Date sent to Fiscal:				
		6 Months	12 Months	24 Months	36 Months	Total Bonus				
Category 1 Officers – Experienced		_____	_____	_____	_____		Grantee Mailing Address:			
		\$1,000	\$3,000	\$3,000	\$3,300					
Category 2 Officers – No Previous Certified Experience			_____	_____	_____		Total Amount to be Paid:			
			\$3,000	\$2,500	\$2,500					

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. *The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.*

- ☐ Houston County is subject to an audit for fiscal year #.
- ☐ Houston County is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number: 0000002845

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.


Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

MOTION by Randall French, second by Glenn Baggett.

I make a motion we approve.

MOTION PASSED

06-21-23 GG



GOVERNMENTAL GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID		
October 1, 2023	May 31, 2024	30501-01924-07	80164		
Grantee Legal Entity Name			Edison Vendor ID		
Houston County Archives			2845		
Subrecipient or Recipient		Assistance Listing Number			
<input type="checkbox"/> Subrecipient					
<input checked="" type="checkbox"/> Recipient		Grantee's fiscal year end June 30			
Service Caption (one line only)					
Archives Development Grant					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	\$5,000.00				\$5,000.00
TOTAL:	\$5,000.00				\$5,000.00


Grantee Selection Process Summary

☒ Competitive Selection

The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.

☐ 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.


4/11/24

CPO USE - GG

Speed Chart (optional)	Account Code (optional)

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF STATE, TENNESSEE STATE LIBRARY AND ARCHIVES
AND
HOUSTON COUNTY ARCHIVES**

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

B. TERM OF CONTRACT:

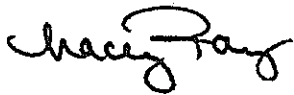
This Grant Contract shall be effective on October 1, 2023 ("Effective Date") and extend for a period of eight (8) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed five thousand dollars (\$5,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

**GOVERNMENTAL GRANT CONTRACT**

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

Begin Date October 1, 2023	End Date May 31, 2024	Agency Tracking # 30501-01924-07	Edison ID 80164		
Grantee Legal Entity Name Houston County Archives			Edison Vendor ID 2845		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number Grantee's fiscal year end June 30			
Service Caption (one line only) Archives Development Grant					
Funding --					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	\$5,000.00				\$5,000.00
TOTAL:	\$5,000.00				\$5,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.			
<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.  mhb				CPO USE - GG	
Speed Chart (optional)		Account Code (optional)			

- 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:

Nat Taylor, Archives Development Program
Tennessee State Library and Archives
1001 Rep. John Lewis Way N., Nashville, TN 37219

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

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of 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:

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

The Grantee:

Joey Brake, Houston County Mayor
Houston County Archives
P.O. Box 366, Erin, TN 37061
countymayor@hocotn.com

Telephone # 931-289-3633

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—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds 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
- 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.

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:
- a. Provide name and contact information of Grantee's Title VI Coordinator to State.

- b. Ensure Policies and Procedures Manual contains a Title VI section with information on:
(a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals;
(e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP)
procedure; and (g) Retaliation.
- c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually
thereafter. Training documentation shall be made available upon request of State, and
include: 1) dates and duration of each training; 2) list of staff completing training on each
date.
- d. Annually complete and submit a Title VI self-survey as supplied by State.
- e. Implement a process and provide documentation to ensure service recipients are
informed of Title VI and how to file a discrimination complaint.

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

IN WITNESS WHEREOF,

HOUSTON COUNTY ARCHIVES:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE STATE LIBRARY AND ARCHIVES:

JAMES RITTER, STATE LIBRARIAN AND ARCHIVIST

DATE

DEPARTMENT OF STATE:

TRE HARGETT, SECRETARY OF STATE

DATE

JWR

ATTACHMENT 1

GRANT BUDGET				
Archives Development Program Direct Grant				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period: BEGIN: October 1, 2023 END: May 31, 2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$5,000.00	0.00	\$5,000.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	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 ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	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	\$5,000.00	0.00	\$5,000.00

¹ 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>).

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

MOTION by Howard Spurgeon, second by Glenn Baggett.

I make a motion that we move that to the budget committee to determine which lines we would like to select.

MOTION PASSED

MOTION by Glenn Baggett, second by Darrell Kingsmill.

I move we approve.

MOTION PASSED

01-10-24;10:46AM;Erin Co. Sheriff

;93128955/9

2/ 3



SHERIFF
HOUSTON COUNTY

01/08/2024

To: HOUSTON COUNTY COMISSION

From: SHERIFF SUGG

Reference: REQUEST TO SURPLUS

I am requesting that the following items be added to the surplus list and be sold/disposed of. Any money collected from these items will be placed into the Houston County Sheriff's Office Drug Fund. See list below:

- | | |
|---------------------------------------------|------------------------|
| 2018 Dodge Charger | VIN# 2C3CDXKT6JH170236 |
| 2019 Dodge Charger | VIN# 2C3CDXKT6KH514956 |
| 2019 Dodge Durango | VIN# 1C4SDJFT7KC659425 |
| 2019 Dodge Durango | VIN# 1C4RDJFG3KC659424 |
| 2020 Dodge Ram 1500 | VIN#1C6RR7XT2LS159205 |
| (15) Kenwood NX-300-K Portable Radios | |
| (14) Kenwood KSC-32 Portable Radio Chargers | |

Thanks,

A handwritten signature in black ink, appearing to read "K. L. Sugg".
Sheriff Sugg

I move we approve.

MOTION PASSED

Houston County Highway Department
Road List - January 2024

COUNTY ROAD NUMBER (ROUTE #)	ROAD NAME	BEGINNING GPS	ENDING GPS	C L A S S	ROAD WIDTH (FEET)	RIGHT OF WAY WIDTH (FEET)	TYPE OF ROAD ASPHALT: A CHIP SEAL: CS CRUSHER RUN: CR	MILEAGE
	Abigail Lane	36.332288, -87.628467	36.330130, -87.632410	3	20	40	CS	0.275
A371	Adams Cemetery Lane	36.328663, -87.603603	36.328606, -87.603275	3	18	30	CR	0.020
A376	Adkins Lane	36.309586, -87.564616	36.312319, -87.561846	3	18	30	CS	0.250
A292	Agy Lane	36.258719, -87.846135	36.255897, -87.847785	3	12	20	CR	0.230
A214, A213	Airport Lane	36.314914, -87.905457	36.313510, -87.918661	2	18	40	CS	1.050
A407	Albert Mathis Court	36.297318, -87.671277	36.294351, -87.667713	3	15	24	CS	0.330
209	Allison Hollow Lane	36.255509, -87.871260	36.252905, -87.869442	3	10	20	CR	0.230
A170	Alsobrooks Cemetery Lane	36.278707, -87.677296	36.279587, -87.679640	3	12	28	CR	0.190
A413	Alsobrooks Lane	36.263584, -87.668865	36.263348, -87.671469	3	12	30	A	0.170
	Alvin J Dalton Lane	36.223488, -87.618658	36.232084, -87.618965	3	15		CS	1.000
A151	Arlington Ridge Road	36.303593, -87.740688	36.309800, -87.723570	1	18	40	A	1.200
A289	Askew Cemetery Lane	36.270533, -87.898902	36.271843, -87.899744	2	15	30	CR	0.110
A331	Averitt Lane	36.296264, -87.699983	36.298664, -87.701890	3	15	30	CS	0.330
A104	Baggett Hollow Lane	36.309041, -87.651551	36.312479, -87.644911	3	15	24	CS	0.470
A058	Baggett Hollow Road	36.302922, -87.799664	36.310166, -87.804128	1	22	32	CS	0.620
145	Bailey Hollow Road	36.257385, -87.599258	36.273883, -87.587473	1	20	36	CS	1.400
	Barak Lane	36.247694, -87.685227	36.252282, -87.684117	1	18		CS	2.200
A127	Barber Church Lane	36.309517, -87.566819	36.307631, -87.567445	3	20	24	CS	0.140

COUNTY ROAD NUMBER (ROUTE #)	ROAD NAME	BEGINNING GPS	ENDING GPS	C L A S S	ROAD WIDTH (FEET)	RIGHT OF WAY WIDTH (FEET)	TYPE OF ROAD ASPHALT: A CHIP SEAL: CS CRUSHER RUN: CR	MILEAGE
A120	Barber Highway	36.335673, -87.577889	36.287588, -87.590199	1	20	40	A	3.750
A286	Barefoot Resort Lane	36.339222, -87.953495	36.346771, -87.949656	3	10	30	CR	0.950
1820	Bateman Branch Road	36.239660, -87.604817	36.299811, -87.675656	1	20	50	A	6.310
A084	Bateman Farm Road	36.345780, -87.708452	36.346422, -87.685198	3	18	LM:0.000 TO 0.600= 24 FT LM:0.600 TO 1.12= 20 FT	CR	1.12
A031	Baylor Brown Road	36.346984, -87.716149	36.360205, -87.722499	1	24	40	A	1.040
A331	Bea Alsobrooks Lane	36.300956, -87.697602	36.300206, -87.696398	3	12	30	CS	0.090
A059	Bear Creek Road			2			CS	0.250
A372	Beard Cemetery Lane	36.310042, -87.606055	36.309260, -87.609258	3	10	24	CR	0.200
A288	Beechtree Lane	36.339285, -87.956296	36.336502, -87.958844	3	15	20	CR	0.410
A328	Beechum Cemetery Lane	36.281489, -87.702971	36.280892, -87.701136	3	15	20	CR	0.120
A154	Bert Adams Lane	36.292247, -87.598649	36.289235, -87.601763	3	12	20	CS	0.280
A154	Bessie Clark Rd	36.298482, -87.616283	36.298560, -87.610243	1	20		CS	0.400
A097	Bethany Road	36.256095, -87.581387	36.263085, -87.558664	2	20	36	CS	4.03
A298	Big Beech Road	36.249586, -87.821347	36.251740, -87.818150	3	20	30	CS	0.310
A392	Bill Finch Lane	36.231857, -87.603955	36.232195, -87.608561	3	18	24	CR	0.260
A396	Billy G. Allen Hill Lane	36.303988, -87.676564	36.303515, -87.674984				CS	0.150
A396	Billy Lane	36.257947, -87.619452	36.257036, -87.619625	3	12	24	CS	0.150
A320	Billy Meadows Lane	36.255221, -87.765073	36.257899, -87.766403	3	12	30	CS	0.280
A056	Billy Parchman Road	36.365040, -87.597416	36.357817, -87.606353	2	20	LM:0.000 TO 0.620= 40 FT LM:0.620 TO 0.970= 28 FT	CS	0.970

COUNTY ROAD NUMBER (ROUTE #)	ROAD NAME	BEGINNING GPS	ENDING GPS	C L A S S	ROAD WIDTH (FEET)	RIGHT OF WAY WIDTH (FEET)	TYPE OF ROAD ASPHALT: <u>A</u> CHIP SEAL: <u>CS</u> CRUSHER RUN: <u>CR</u>	MILEAGE
	Birdseye Lane	36.266886, -87.716103	36.271035, -87.714683	3	18	40	CR	0.300
A422	Bishop Lane	36.310929, -87.657164	36.312364, -87.655705	3	15	30	CR	0.140
A330	Black Cemetery Lane	36.284801, -87.702347	36.284637, -87.704525	3	10	24	CR	0.180
A23	Black Hollow Cove Lane	36.264408, -87.717388	36.265139, -87.715390	3	10	20	CR	0.080
A180	Black Hollow Lane	36.264956, -87.718079	36.257315, -87.712591	2	18	LM: 0.000 TO 0.580= 30 FT LM: 0.580 TO 0.640= 28 FT	CS	0.640
A135, A089	Blake Lane	36.271102, -87.544699	36.284058, -87.553186	3	18	24	CR	1.150
A153	Bledsoe Lane	36.288269, -87.591997	36.280986, -87.595557	3	15	20	CR	1.000
A338	Bo Lane	36.309476, -87.673359	36.308745, -87.671232	3	15	24	CS	0.140
A088	Boaz Branch Road	36.282770, -87.540025	36.276086, -87.520495	3	18	LM : 0.000 TO 0.280= 36 FT LM: 0.280 TO 1.220= 28 FT	CS	1.220
A334	Bob Hagler Lane	36.274434, -87.680121	36.275230, -87.682594	3	15	30	CS	0.150
A312	Bob Morris Lane	36.314957, -87.920844	36.315450, -87.921029	3	10	20	CR	0.050
A207	Boone Hollow Lane	36.284392, -87.677730	36.285149, -87.684144	3	18	28	CS	0.350
A335	Bowles Lane	36.301536, -87.677951	36.302932, -87.679528	3	18	30	CS	0.170
A325	Bratschi Cemetery Lane	36.292312, -87.687599	36.289759, -87.686448	3	14	24	CS	0.250
A324	Bratschi Lane	36.293965, -87.687690	36.292387, -87.691239	3	14	30	CS	0.230
1783	Brigham Branch Road	36.364932, -87.689032	36.326571, -87.690961	1	18	40	CS	3.120
A359	Brooks Family Cemetery Lane	36.324362, -87.628602	36.324364, -87.623731	3	12	24	CR	0.310
A182	Brooks Lane	36.295253, -87.701476	36.292647, -87.699892	2	18	40	CS	0.210
A107	Brooks Road	36.327654, -87.628196	36.311817, -87.614978	2	16	30	CS	1.300

COUNTY ROAD NUMBER (ROUTE #)	ROAD NAME	BEGINNING GPS	ENDING GPS	C L A S S	ROAD WIDTH (FEET)	RIGHT OF WAY WIDTH (FEET)	TYPE OF ROAD ASPHALT: <u>A</u> CHIP SEAL: <u>CS</u> CRUSHER RUN: <u>CR</u>	MILEAGE
A304	Brown Cemetery Lane	36.271387, -87.790719	36.275515, -87.790332	3	12	24	CS	0.330
A346	Brown Lane	36.324683, -87.691363	36.324176, -87.685794	3	12	24	CR	0.390
A041	Buchanan Cemetery Lane	36.233602, -87.852138	36.237662, -87.851651	3	10	28	CR	0.300
A034, A253, 1783, A297	Buckeye Road	36.353970, -87.663837	36.360101, -87.722366	1	28	40	A	4.03
A336	Bud Parker Lane	36.300936, -87.681893	36.302138, -87.680352	3	12	24	CS	0.130
A142	Bud Pate Lane East	36.239529, -87.575921	36.234124, -87.584562	3	16	24	CS	0.600
A142	Bud Pate Lane West	36.243930, -87.593355	36.241781, -87.586910	3	16	24	CS	0.400
A106	Buford Lane	36.316553, -87.668976	36.317510, -87.668987	3	12	24	A	0.090
A020	Bush Cemetery Road	36.336789, -87.931233	36.340033, -87.931365	3	14	30	CR	0.240
A280	Bush Lane	36.316612, -87.881311	36.315294, -87.884900	3	16	20	CS	0.200
A333	C Hankins Lane	36.301838, -87.728798	36.300051, -87.729765	3	14	30	CR	0.150
1791, A181	Camp Ground Road	36.302265, -87.697002	36.301110, -87.676270	1	20	40	A	1.310
A401	Camper Lane	36.278338, -87.611953	36.275316, -87.614118	3	16	24	CR	0.26
A211	Cane Creek Boat Dock Lane	36.298666, -87.921187	36.300789, -87.929577	2	20	32	CS	0.530
A212	Cane Creek Cemetery Lane	36.306248, -87.918002	36.306175, -87.920923	3	14	28	CR	0.280
A215	Cane Creek Circle	36.297405, -87.921028	36.299121, -87.919867	3	16	24	CS	0.170
A199	Caney Branch Road	36.252057, -87.901617	36.256726, -87.871044	1	28	32	CS	2.580
A391	Capps Lane	36.253673, -87.580625	36.254405, -87.577731	3	15	30	CS	0.230
A410	Carl Norfleet Lane	36.265876, -87.669799	36.263771, -87.666643	3	18	30	CS	0.280

COUNTY ROAD NUMBER (ROUTE #)	ROAD NAME	BEGINNING GPS	ENDING GPS	C L A S S	ROAD WIDTH (FEET)	RIGHT OF WAY WIDTH (FEET)	TYPE OF ROAD ASPHALT: <u>A</u> CHIP SEAL: <u>CS</u> CRUSHER RUN: <u>CR</u>	MILEAGE
A039	Carl Taylor Road	36.324559, -87.773779	36.319783, -87.775427	1	20	40	A	0.420
A389	Carmack Adkins Lane	36.247665, -87.580255	36.245255, -87.577761	3	16	24	CS	0.130
A363	Carson Hollow Lane	36.334019, -87.614477	36.338571, -87.618881	3	20	30	CS	0.390
A370	Cary Carson Cemetery Lane	36.338692, -87.604852	36.338737, -87.605596	3	10	30	CR	0.060
A021	Cathey Cemetery Road	36.338146, -87.935796	36.335341, -87.935740	3	16	28	CR	0.200
	Cave Orchard Rd	36.348682, -87.666568	36.346910, -87.655989	1	22		CS	0.650
A405	Cave Springs Lane	36.279151, -87.639173	36.280557, -87.636644	3	12	24	CR	0.190
A009, A163	Cedar Valley Road	36.304469, -87.639992	36.283336, -87.655493	2	12	30	CS	2.050
A157	Cedarhill Cemetery Lane	36.299618, -87.629084	36.298209, -87.625629	3	18	30	CS	0.230
A030	Chambers Road	36.318869, -87.840743	36.318035, -87.839493	3	18	24	CS	0.130
A006	Cheere Loop	36.312444, -87.924607	36.313473, -87.925146	2	18	40	CS	0.950
A355	Cimarron Springs Lane	36.337992, -87.628285	36.336575, -87.625833	3	10	24	CR	0.150
A100, A098	Clay Tomlinson Road	36.327890, -87.628018	36.346995, -87.655741	1	28	40	CS	4.460
A137	Clay Wright Road	36.320470, -87.625952	36.319239, -87.648430	1	20	40	CS	1.460
A316	Cliff Lane	36.262779, -87.792101	36.262550, -87.788075	3	12	24	CR	0.330
A299	Clister Lane	36.249067, -87.820259	36.248505, -87.819009	3	10	20	CR	0.240
A282	Clyde Cook Road	36.339742, -87.917175	36.337730, -87.910126	3	14	30	CR	0.200
A166	Coleman Lane	36.310728, -87.675343	36.309728, -87.669381	3	16	24	CS	0.380
A165	Coleman Loop	36.311118, -87.676084	36.312125, -87.675776	2	22	LM: 0.000 TO 0.260= 30 FT LM: 0.260 TO 0.490= 28 FT	CS	0.490

COUNTY ROAD NUMBER (ROUTE #)	ROAD NAME	BEGINNING GPS	ENDING GPS	C L A S S	ROAD WIDTH (FEET)	RIGHT OF WAY WIDTH (FEET)	TYPE OF ROAD ASPHALT: <u>A</u> CHIP SEAL: <u>CS</u> CRUSHER RUN: <u>CR</u>	MILEAGE
A081	College Street	36.325237, -87.715324	36.321425, -87.704745	1	22	40	CS	0.770
A036	Collier Hollow Cut Off Road			3			CS	0.130
A035	Collier Hollow Lane	36.325305, -87.833742	36.327445, -87.838865	3	15	28	CR	0.340
A306	Cook Cemetery Lane	36.284326, -87.755639	36.283863, -87.755572	3	12	20	CR	0.0
A188	Cook Hollow Lane	36.285475, -87.753069	36.285076, -87.742935	3	18	20	CS	0.540
A099	Cooksey Lane	36.343875, -87.638981	36.344200, -87.633932	3	18	28	CS	0.290
937	Cooley Ford Road	36.259048, -87.839685	36.302402, -87.789205	1	20	LM: 0.000 TO 4.820= 50 FT LM: 4.820 TO 4.820= 40 FT	A	4.950
A294	Copperas Lane	36.253130, -87.916315	36.255167, -87.918313	2	12	40	CR	0.030
A418	Cosby Hill Road	36.307821, -87.648985	36.310596, -87.639850	3	18	30	CS	0.640
1808	County Line Road			1			A	0.020
A313	Creekview Lane	36.337992, -87.947366	36.338787, -87.943262	4	16	20	CR	0.090
A314	Crisp Lane	36.289800, -87.914928	36.288577, -87.916371	3	16	20	CR	0.130
A177, A109	Cumberland Valley Road	36.204840, -87.654336	36.213145, -87.673991	1	22	LM: 0.000 TO 0.700= 50 FT LM: 0.700 TO 0.870= 28 FT	CS	1.47
A386	Curley Lane	36.234084, -87.570137	36.233485, -87.569558	4	10	12	CS	0.060
A191	Curt Hollow Road	36.269397, -87.878665	36.269501, -87.870747	3	14	20	CR	0.570
A122	Curtis Hollow Road	36.223412, -87.687325	36.217232, -87.687207	3	20	28	CR	0.440
A477	D J Rye Lane	36.292579, -87.806827	36.282745, -87.805158	3	18	24	CS	0.560
A190, A193	Dancer Branch Road	36.264036, -87.871344	36.285759, -87.816817	3	20	LM: 0.000 TO 2.290= 28 FT LM: 2.290 TO 3.230= 24 FT	CR	4.160
	Daniel Lane	36.307002, -87.647574	36.306271, -87.645908	2	16		CR	0.150

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A263	Danville Loop	36.305399, -87.945083	36.304755, -87.945935	2	18	20	CS	0.400
A016	Darrell Rye Road	36.246790, -87.691655	36.236750, -87.657238	3	18	40	CS	2.570
A117	Davenport Road	36.339047, -87.567910	36.331220, -87.554867	2	18	36	CS	0.990
	Davis Lane	36.247739, -87.594395	36.248979, -87.596690	3	16		CS	0.200
A315	Day Cemetery Lane	36.295078, -87.920253	36.294707, -87.934851	3	22	40	CR	0.160
A037	Day Lane	36.324749, -87.807109	36.330708, -87.805536	3	16	28	CS	0.400
A178	Deep Cut Road	36.223689, -87.680606	36.248559, -87.694579	1	25	LM:0.000 TO 0.510= 40 FT LM:0.510 TO 2.250= 50 FT	CS	2.250
A029, A031, A078	Denmark Road	36.328893, -87.726779	36.325246, -87.694537	1	22	40	A	4.180
A400	Dial Lane	36.270940, -87.604162	36.269872, -87.604623	3	16	20	CR	0.090
A382	Dickson Lane	36.253361, -87.539605	36.251623, -87.542753	3	20	24	CR	0.240
A390	Dillard Lane	36.250626, -87.579730	36.251758, -87.579370	3	16	24	CS	0.100
A072	Dogwood Circle	36.331958, -87.740202	36.333289, -87.740009	2	22	40	CS	0.240
206, A210	Douglas Bluff Lane	36.266805, -87.887962	36.269995, -87.896136	3	12	24	CR	0.660
A183	Douglas Lane	36.248686, -87.773748	36.254410, -87.775648	2	18	32	CS	0.550
A140	Dr. Stokes Lane	36.269568, -87.564453	36.269150, -87.561377	3	20	24	CR	0.290
A281	Dry Hollow Lane	36.307261, -87.916378	36.306682, -87.915149	3	10		CR	0.100
A419	Dudley Brooks Loop	36.310327, -87.655822	36.309955, -87.654917	2	16	30	CS	0.250
A271	Dugger Lane	36.319519, -87.923202	36.319060, -87.924090	3	15	30	CR	0.130
A354	E K Hannah Lane	36.347521, -87.609800	36.343110, -87.609051	3	15	30	CS	0.320

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A361	Earl Spicer Lane	36.320542, -87.648007	36.322813, -87.652575	3	14	24	CS	0.340
	East Briarcrest Drive	36.311519, -87.689980	36.308751, -87.688067	4	16		CS	0.300
	East Point Lane	36.276544, -87.621137	36.272045, -87.628461	1	18		CS	0.400
A197	East Smith Lane	36.251783, -87.839639	36.247946, -87.825780	2	15	32	CS	0.9
A125	East Whiteoak Road	36.214004, -87.673800	36.213604, -87.680524	3	16	28	CR	0.400
A419	Ed Hankins Road	36.309807, -87.656238	36.309768, -87.654851	3	12	20	CS	0.130
	Eden Lane	36.310866, -87.848755	36.309079, -87.845139	3	18		CR	0.300
A126	Edwards Cemetery Road	36.213149, -87.674051	36.210957, -87.675740	4	10	20	CR	0.180
A109	Edwards Lane	36.207031, -87.665338	36.207322, -87.668198	3	14	28	CR	0.170
939	Ellis Mills Road	36.277457, -87.568340	36.338220, -87.551649	1	23	LM: 0.000 TO 2.670= 36 FT LM: 2.670 TO 4.860= 50 FT	CS	4.860
A174	Ennis Branch Road	36.177971, -87.567505	36.177848, -87.566724	2	20	36	CS	0.060
A399	Ewing Hughes Lane	36.263957, -87.620091	36.264941, -87.619522	3	12	24	CR	0.070
A102	Ewing Richardson Lane	36.348581, -87.666453	36.344142, -87.663284	3	20	28	CR	0.38
	Faith Lane	36.289053, -87.914294	36.265449, -87.927018	2	20			2.100
A308	Featherstone Lane	36.256081, -87.755855	36.252961, -87.754320	3	16	24	CS	0.310
A368	Felts Loop	36.335610, -87.597246	36.335230, -87.596133	3	14	24	CR	0.140
A368	Ferry Road	36.305420, -87.945099	36.307944, -87.949526	1	14		A	0.350
1783	Fire Tower Road	36.266540, -87.717098	36.303747, -87.696646	1	24	MILEAGE: 3.43 TO 7.370 LM: 0.000 TO 3.970= 50 FT LM: 3.970 TO 6.670= 60 FT LM: 6.670 TO 7.370= 40 FT	A	3.940
A201	Fisher Road	36.316056, -87.905936	36.314805, -87.906049	3	12	24	CR	0.400

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	Fitzgerald Drive	36.325908, -87.638402	36.327171, -87.633860	1	15	30	CS	0.550
A022	Frank Day Hollow Road	36.322155, -87.800081	36.329826, -87.789993	2	18	30	CS	0.850
A187	French Hill Road	36.273744, -87.762298	36.283782, -87.760555	1	26	40	A	0.800
340	Friendship Drive	36.343359, -87.751625	36.348009, -87.751263	2	20	40	CS	0.310
A032	Front Street	36.320431, -87.839076	36.320582, -87.841482	1	22	32	A	0.140
A421	Fussell Hill Loop	36.314005, -87.663718	36.313867, -87.663389	2	18	30	CS	0.410
A105	Fussell Lane	36.316490, -87.669187	36.317871, -87.666101	3	14	24	CS	0.260
A379	Garland Lane	36.302698, -87.540383	36.303820, -87.540632	3	12	30	CR	0.110
A364	George Nolen Lane	36.329562, -87.620992	36.331887, -87.621206	3	16	24	CS	0.160
A114	Gin Hollow Road	36.343567, -87.605574	36.335405, -87.579466	2	20	LM: 0.000 TO 1.170= 32 FT LM: 0.000 TO .440= 28 FT	CS	1.610
A079	Green Shanty Road	36.350223, -87.736921	36.343004, -87.756209	1	24	40	A	1.650
A001	Greenbriar Road	36.234969, -87.868492	36.233790, -87.853468	3	20	40	CR	0.630
349	Griffie Lane	36.355125, -87.662848	36.354746, -87.662403	3			CS	0.150
A373	Griffin - Halliburton Cemetery Lane	36.303911, -87.609225	36.303908, -87.608185	3	14	30	CR	0.080
A262	Gus Norfleet Lane	36.263690, -87.666620	36.263690, -87.666620	2	20	40	CS	0.250
A111	Hagerville Hollow Lane	36.320521, -87.647961	36.326832, -87.651509	3	16	24	CS	0.640
A160	Half Pone Road	36.256450, -87.631345	36.228675, -87.636949	2	20	40	CS	2.230
A005	Halliburton Road	36.264685, -87.532713	36.263886, -87.522354	2	20	32	CS	0.600
A139	Hallie Griffin Lane	36.310281, -87.656033	36.308810, -87.656703	3	20	24	CS	0.120

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A184	Hankins Hollow Lane	36.258467, -87.770463	36.268226, -87.749761	3	18	30	CS	1.410
A169	Harvey Road	36.218850, -87.624111	36.225820, -87.642605	2	20	LM: 0.000 TO 1.080=40 FT LM: 1.080 TO 1.460= 50 FT	CS	1.460
A133	Hayes Lane	36.297658, -87.548598	36.303022, -87.534671	3	18	28	CR	1.070
A155	Heggie Lane	36.284864, -87.615225	36.284864, -87.615225	3	15	20	CS	0.5
A089	Herb Adkins Lane	36.272088, -87.538524	36.271040, -87.545214	3	20	24	CR	0.410
A076	Herman Adams Road	36.310415, -87.605617	36.306725, -87.557580	1	25	50	A	2.920
A048	Herman Clark Road	36.347236, -87.606500	36.336214, -87.631514	2	18	LM: 0.000 TO 1.230= 32 FT LM: 1.230 TO 1.820= 36 FT	CS	1.820
	Hickory Hills Lane	36.283750, -87.758133	36.282233, -87.756745	3	20		CS	0.170
A273	Hidden Valley Road	36.318536, -87.918068	36.318512, -87.916008	3	14	20	CS	0.100
	High Point Road	36.240541, -87.603766	36.240052, -87.608254	3	22		CS	0.300
A192	Hill Orchard Cemetery Lane	36.266412, -87.873284	36.265913, -87.882965	2	22	30	CR	0.580
A290	Hill Orchard Loop	36.266519, -87.873820	36.266895, -87.875102	3	14	28	CR	0.400
	Hinson Lane	36.304803, -87.696766	36.304764, -87.696532	3	14		CS	0.10
A199	Holland Point Road	36.243433, -87.926437	36.251934, -87.901592	2	20	32	CR	2.280
A025	Hop Smith Road	36.324912, -87.536154	36.320030, -87.515588	2	20	32	CS	1.430
A008	Hopewell Lane	36.326151, -87.632943	36.327162, -87.633850	3	14	30	CS	0.100
A412	Howell Lane	36.262213, -87.665257	36.263690, -87.666620	3	12	24	CS	0.130
A121	Hudson Road	36.309412, -87.573243	36.317466, -87.578507	3	20	36	CS	0.690
A186	Huff Hollow Lane	36.292668, -87.765436	36.293781, -87.764229	3	18	20	CS	0.130

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A144	Hughes Road	36.250360, -87.589727	36.264139, -87.621000	2	20	LM: 0.000 TO 2.080= 30 FT LM:2.080 TO 2.220= 28 FT	CS	2.220
A287	Hurricane Church Road	36.3211350, -87.848024	36.328922, -87.846312	2	23	36	CS	0.550
A019	Hurricane Creek Road	36.339939, -87.928342	36.337141, -87.856512	3	14	28	CR	2.400
L018	Hurricane Landing Road	36.336262, -87.918003	36.339208, -87.853580	2	16	32	CS	1.920
A024	Hurricane Loop Road	36.331315, -87.764692	36.319508, -87.775588	1	22	40	A	1.560
A365	Hurricane Road	36.326612, -87.778453	36.332198, -87.793694	2	20	30	CS	0.960
A302	Hurricane Road East	36.326477, -87.832846	36.328844, -87.832760	2	20	30	CS	0.160
A146	Iemay Road	36.269682, -87.594769	36.275457, -87.601400	2	20	28	CS	1.010
A272	Industrial Park Road	36.365096, -87.649953	36.368504, -87.650928	1	30	60	A	0.290
A132	Ingham Lane	36.311157, -87.529161	36.314241, -87.521055	3	16	24	CS	0.530
A378	Irvin Steppee Lane	36.302108, -87.582218	36.301121, -87.576090	2	16	30	CS	0.360
L	James Drive	36.320491, -87.840391	36.319365, -87.840050	1	14		CR	0.100
L341	James Hatcher Lane	36.347724, -87.736447	36.348626, -87.732302	2	16	30	CS	0.260
A196	Jan Circle	36.303306, -87.792425	36.304823, -87.791863	2	20	40	CS	0.260
A108	Jim Clark Road	36.301462, -87.629017	36.304977, -87.609261	1	20	30	A	1.250
A118	Jim Lyle Road	36.324144, -87.556244	36.323293, -87.575607	2	20	40	CS	1.120
A128	Joe Adams Road	36.293235, -87.599489	36.308711, -87.593634	3	20	LM: 0.000 TO 0.350= 28 FT LM: 0.350 TO 0.820=24 FT LM: 0.820 TO 1.260= 30 FT	CS	1.260
A387	Joe Adkins Lane	36.240053, -87.576774	36.244332, -87.575595	3	12	20	CR	0.330
A398	John Brooks Lane	36.267324, -87.623617	36.266690, -87.624521	3	14	24	CR	0.070

COUNTY ROAD NUMBER (ROUTE #)	ROAD NAME	BEGINNING GPS	ENDING GPS	C L A S S	ROAD WIDTH (FEET)	RIGHT OF WAY WIDTH (FEET)	TYPE OF ROAD ASPHALT: <u>A</u> CHIP SEAL: <u>CS</u> CRUSHER RUN: <u>CR</u>	MILEAGE
A176	John Ross Hollow Road	36.226717, -87.691920	36.240066, -87.684028	3	22	LM: 0.000 TO 0.900= 28 FT LM:0.900 TO 1.050= 20 FT	CR	1.050
A374	Johnny Clark Loop	36.296738, -87.608811	36.298035, -87.610176	3	16	24	CS	0.160
A100, A098	Johnny Richardson Road	36.346885, -87.655861	36.336856, -87.641579	1	20	40	CS	1.360
A101	Jones Hollow Lane	36.247521, -87.594507	36.236202, -87.591680	2	20	36	CS	0.8
A167	Judy Branch Road	36.203402, -87.653727	36.228191, -87.605361	2	20	32	CS	3.440
A423	Kaley Lane	36.320259, -87.670553	36.322630, -87.664693	3	20	30	CS	0.470
A397	Kathy Weatherspoon Lane	36.263946, -87.621056	36.262724, -87.621088	3	14	30	CR	0.090
A119	Keel Hollow Lane	36.220563, -87.665993	36.228137, -87.667258	3	18	30	CS	0.640
A085	Kennedy Road	36.360226, -87.716596	36.355442, -87.720793	2	18	32	CS	0.430
A348	Kent Bell Lane	36.333458, -87.668330	36.331284, -87.670136	2	20	40	CS	0.260
A091	Kizer Ridge Road	36.362913, -87.652415	36.364283, -87.623332	1	30	LM: 0.000 TO 1.380=40 FT LM: 1.380 TO 2.560=36 FT	CS	2.560
A415	Knight Cemetery Lane	36.211913, -87.651651	36.211192, -87.650784	3	15	30	CR	0.080
A375	L G Ray Lane	36.296808, -87.612895	36.293981, -87.613779	3	18	24	CS	0.2
A274	Lakeview Lane	36.318346, -87.913632	36.322079, -87.915500	2	16	20	CR	0.400
A014	Largent Hollow Road	36.300239, -87.799940	36.302315, -87.831560	2	20	LM: 0.000 TO 0.370= 40 FT LM:0.370 TO 1.520= 24 FT LM:1.520 TO 1.900= 28 FT LM:1.900 TO 1.960 =40 FT	CS & CR (50/50)	1.960
A408	Larry Odom Lane	36.279724, -87.676627	36.278313, -87.674622	2	18	30	CS	0.160
A074	Leatherwood Road	36.316668, -87.542026	36.302772, -87.517351	2	15	LM: 0.000 TO 0.570= 30 FT LM: 0.570 TO 1.690=36 FT LM: 1.690 TO 1.790= 30 FT	CS	1.790
A164	Lewis Branch Road	36.283756, -87.769410	36.261172, -87.830880	2	20	LM: 0.000 TO 2.240= 40 FT LM: 2.240 TO 4.720= 30 FT LM: 4.720 TO 6.030= 20 FT	CS	6.030
A112	Lewis Cemetery Lane	36.359082, -87.590197	36.359110, -87.590205	1	10	36	CR	0.010

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A092	Lickskillet Branch Road	36.355046, -87.639321	36.346731, -87.643477	2	18	32	CR	0.680
A149	Limekiln Road	36.284044, -87.769064	36.303421, -87.740975	1	22	LM: 0.000 TO 0.500= 32 FT LM: 0.500 TO 2.460= 40 FT	A	2.460
A329	Lloyd Lane	36.279819, -87.704842	36.280556, -87.711855	3	12	24	CS	0.490
L369	Lomax Lane	36.335199, -87.585107	36.333193, -87.585288	3	15	24	CR	0.150
1791, 1783, A161	Long Branch Road	36.273702, -87.703335	36.265188, -87.794642	1	30	LM: 0.000 TO 3.430= 50 FT LM: 0.000 TO 0.990= 70 FT LM: 0.000 TO 1.680= 40 FT	A & CS (Waverly Rd to Lewis Br) CS	6.100
A317	Lovelady Hollow Lane	36.267021, -87.794393	36.267820, -87.795443	3	15	20	CR	0.090
A358	Lyle Cemetery Lane	36.325008, -87.563530	36.327297, -87.563517	3	12	30	CR	0.160
A046	Mail Road	36.235588, -87.731050	36.256167, -87.752913	2	18	LM:0.000 TO 1.400= 30 FT LM: 1.400 TO 2.310=40 FT	CR	2.310
	Malory Drive						C	0.500
A192	Maple Road	36.319036, -87.841645	36.266433, -87.873105	2	18	LM:0.000 TO 0.200= 32 FT LM: 0.200 TO 4.790=36 FT	CS & CR (50/50)	4.790
A048	Marable Hollow Road	36.335483, -87.641615	36.334283, -87.667824	3	16	LM: 2.380 TO 3.770= 20 FT LM: 3.770 TO 4.170= 28 FT	A, CS & CR (40/30/30)	1.810
	Martin Lane	36.270470, -87.694106	36.267969, -87.694519	3	16		CR	0.300
L284	Mathis Cemetery Lane	36.324685, -87.942072	36.320314, -87.953015	2	22	30	CR	1.300
A326	Mathis Cemetery Road	36.330048, -87.904432	36.336009, -87.895928	3	20	28	CR	0.750
A082	Mathis Road	36.325688, -87.712463	36.336022, -87.702212	1	22	40	CS	1.080
A011	Mayfield Road	36.318346, -87.913621	36.321062, -87.911671	3	14	28	CS	0.220
A476	Mayhan Hollow Road			3			CR	0.460
	McAskill Circle			3			C	0.350
A185	McDonald Cemetery Lane	36.294242, -87.765581	36.294316, -87.767515	3	18	24	CR	0.110

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A202	McNair Court Lane	36.249255, -87.921159	36.248880, -87.923819	4	18	20	CR	0.160
A201	McNair Drive	36.246909, -87.916817	36.251368, -87.922329	3	17	LM: 0.000 TO 0.650= 28 FT LM: 0.650 TO 0.940= 24 FT	CR	0.940
	Mike Bush Lane	36.337388, -87.921492	36.338414, -87.922180	3	15		CR	0.100
A311	Milam Hollow Lane	36.259296, -87.740051	36.262959, -87.739485	3	15	30	CS	0.30
A295	Miller Cemetery Lane	36.238956, -87.843400	36.237758, -87.839137	2	15	40	CR	0.340
	Minor Lane	36.323935, -87.572148	36.322759, -87.567541	3	15		CR	0.350
A276	Mistyvale Lane	36.314879, -87.917018	36.317647, -87.917497	3	20	30	CS	0.200
A307	Mitchell Lane	36.302976, -87.742126	36.304470, -87.742162	3	14	20	CS	0.250
A478	Mitchell Road	36.346210, -87.721256	36.353701, -87.733762	1	25	40	A	0.990
A300	Mitchum Lane	36.268272, -87.766248	36.267498, -87.763988	3	20	24	CS	0.150
A260	Moccasin Branch Road	36.365009, -87.598857	36.367646, -87.598801	1	24	40	A	0.190
A303	Montana Cemetery Lane	36.256611, -87.782485	36.257333, -87.783410	3	14	20	CR	0.070
A065	Moore Branch Road	36.357767, -87.606276	36.357361, -87.590078	1	20	LM: 0.000 TO 0.320= 36 FT LM: 0.320 TO 0.950= 40 FT	CS	0.95
A124	Moore Cemetery Lane	36.315766, -87.580509	36.316082, -87.583142	3	16	24	CR	0.160
A038	Moore Hollow Road	36.331246, -87.764546	36.325579, -87.776531	1	24	36	A	1.010
A002	Morgan Hollow Road	36.235553, -87.878027	36.251907, -87.901530	2	18	30	CS & CR (50/50)	1.770
A345	Mosley Lane	36.327158, -87.725639	36.328529, -87.722585	3	18	30	CR	0.250
A275	Muscadine Lane	36.318431, -87.913805	36.321545, -87.914366	3	18	20	CR	0.250
910	New Hope Road	36.233500, -87.847748	36.258937, -87.839772	1	20	50	CS	1.910

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A351	Nichols Lane	36.364350, -87.619937	36.361820, -87.622120	3	15	30	CS	0.270
A481	Norris Hollow Road	36.291151, -87.544425	36.286480, -87.519105	1	20	30	CS	1.520
A083	North Hughes Lane	36.329529, -87.713260	36.331980, -87.717884	3	20	24	CS	0.450
	Oak Hill Lane							0.200
	Oakland Lane	36.282611, -87.758141	36.282230, -87.758459	3	30		CR	0.030
A301	O'Guinn Lane	36.253312, -87.772657	36.253573, -87.768303	3	20	30	CS	0.320
A115	Old 13 Highway	36.338925, -87.570945	36.340271, -87.571506	1	25	50	A	0.120
A147	Old 49 Highway	36.301258, -87.628905	36.273918, -87.587455	1	25	40	A & CS 50/50	3.490
A175	Old Dobbs Hollow Lane	36.253635, -87.691537	36.252237, -87.688362	3	10	20	CR	0.220
A190	Old Jake Allison	36.274680, -87.844009	36.285432, -87.849980	3	20	24	CR	0.940
A210	Old John Boat Dock Lane	36.274178, -87.899104	36.270499, -87.893024	3	18	28	CR	0.300
A309	Old Lockhart Road	36.334718, -87.782491	36.332321, -87.773817	3	18	28	CS	0.660
.013	Old Mathis Hollow Lane	36.315972, -87.907746	36.321123, -87.908968	3	16	24	CS	0.360
A189	Old School House Lane	36.271837, -87.764386	36.272461, -87.769925	3	18	28	CS	0.310
A168	Old Stagecoach Lane	36.309785, -87.676501	36.304058, -87.670887	2	20	32	CS	0.600
A028	Old Stewart Lane	36.317238, -87.843077	36.319621, -87.843054	3	20	24	CR	0.160
A014	Old Stewart Road	36.318838, -87.839258	36.319049, -87.791604	1	22	LM: 2.400 TO 3.470=44 FT LM: 3.470 TO 6.490= 40 FT	A	3.140
A078	Old Terrell Road	36.324717, -87.732077	36.327260, -87.726577	1	25	40	A	0.390
A479	Olson Lane Road	36.299647, -87.783915	36.285452, -87.767976	1	20	LM: 0.000 TO 1.340= 40 FT LM: 1.340 TO 1.810- 32 FT	CS	1.590

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A278	Outlaw Lane	36.321304, -87.837927	36.321169, -87.836205	3	12	24	CS	0.100
A277	Overlook Lane	36.314384, -87.919047	36.314116, -87.922311	3	12	20	CR	0.200
A228	Owl Hollow Lane	36.304518, -87.702527	36.304002, -87.702233	4	15	24	CS	0.030
A264	Paradise Lane	36.306458, -87.941450	36.303905, -87.945590	3	16	20	CS	0.3
A056	Parchman Lane	36.362360, -87.608174	36.367077, -87.610291	3	16	LM: 0.000 TO 0.620= 40 FT LM: 0.620 TO 0.960= 28 FT	CS	0.510
A383	Pate Lane	36.253001, -87.531935	36.254122, -87.526400	3	20	24	CR	0.330
A352	Paul Nolen Lane	36.357770, -87.596185	36.361271, -87.596347	3	14	20	CS	0.280
A158	Peach Grove Road	36.269994, -87.683949	36.273698, -87.703257	1	22	50	A	1.240
A027	Phillips Lane	36.316588, -87.882280	36.329840, -87.877437	2	22	LM: 0.000 TO 1.000= 30 FT LM: 1.000 TO 1.200= 28 FT	CS	1.200
A416	Phy Lane	36.214115, -87.650809	36.215143, -87.646661	3	15	30	CR	0.290
A283	Pilot Point Lane	36.327174, -87.950145	36.329032, -87.953666	3	15	30	CR	0.430
A420	Pitts Hill Lane	36.316011, -87.667994	36.316906, -87.666367	3	20	30	CS	0.160
A267	Pitts Loop	36.339669, -87.667632	36.345110, -87.667647	1	30	50	A	0.54
	Point of View Lane	36.276980, -87.902781	36.265267, -87.909974	4	20		CR	1.500
	Polly Beecham Lane	36.325311, -87.777571	36.326084, -87.779498	3	20		CR	0.100
A424	Pond Lane	36.326124, -87.816422	36.331808, -87.816469	3	16	30	CR	0.410
A347	Poplar Hill Lane	36.329529, -87.669867	36.327176, -87.668726	3	18	30	CS	0.270
A242	Presley Hill Lane	36.319037, -87.670227	36.318249, -87.669445	2	16	36	CS	0.050
A322	Price Hollow Lane	36.260378, -87.730867	36.252349, -87.726737	3	14	24	CR	0.430

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A173	Priestly Irwin Lane	36.257671, -87.825290	36.264694, -87.817409	3	16	20	CR	0.720
A148	Proctor Road	36.275980, -87.589405	36.286155, -87.587058	2	30	40	CS	0.770
A350	Pulley Hollow Lane	36.358992, -87.631820	36.357292, -87.631970	3	15	20	CR	0.120
A360	R.J. Rye Lane	36.324067, -87.628701	36.322572, -87.631964	3	15	20	CS	0.220
A425	Ranch Road	36.292243, -87.598665	36.292386, -87.599352	3	16	20	CR	0.070
A119	Ray Lane	36.232065, -87.669089	36.233549, -87.669097	2	18	40	CS	0.880
	Riley Lane	36.347766, -87.652348	36.347061, -87.650976	3	18		CS	0.100
A318	Roby Lane	36.302381, -87.789692	36.300589, -87.789112	3	15	30	CR	0.130
A149	Rocky Hollow Road	36.303508, -87.740746	36.306341, -87.718155	1	22	40	A	1.370
A285, A283	Rocky Point Lane	36.330832, -87.908886	36.324344, -87.954236	3	18	30	CR	3.220
A305	Roger Cemetery loop	36.281913, -87.768844	36.280585, -87.768339	3	10	20	CR	0.140
A417	Rogers Lane	36.299473, -87.642386	36.299975, -87.648736	3	20	30	CS	0.360
A129	Rolling Hills Lane	36.334557, -87.531649	36.336973, -87.536416	3	14	28	CS	0.350
1791	Ross Branch Road	36.273666, -87.703445	36.299285, -87.683884	1	22	40	CS	2.460
A342	Rueben Barnes Trailer Court Lane	36.350455, -87.736883	36.351558, -87.737383	3	16	20	CS	0.150
A310	Rueben Hollow Lane	36.255893, -87.748887	36.245804, -87.735352	3	20	24	CS	1.110
A380	Russell Loop	36.277082, -87.538746	36.276818, -87.539417	3	16	30	CR	0.070
A159	Rye Hollow Road	36.245523, -87.626634	36.242354, -87.610913	3	24	36	CS	0.930
A411	Rye Lane	36.261488, -87.665433	36.256940, -87.662304	3	15	30	CR	0.840

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A123	Rye Loop Road	36.278300, -87.642016	36.270999, -87.626428	1	24	LM : 0.000 TO 2.010= 40 FT LM: 2.010 TO 3.300= 36 FT	CS	3.300
1820, A171	Salmon Branch Road	36.267848, -87.563648	36.198971, -87.616343	1 & 2	24	LM: 0.000 TO 0.350= 32 FT LM:0.000 TO 3.060= 50 FT	A & CS (50/50)	6.590
A090	Sam Mathis Lane	36.358556, -87.692178	36.361561, -87.695720	3	22	24	CS	0.580
A428	Sambo Hill Lane	36.308843, -87.651387	36.307689, -87.651486	3	16	24	CR	0.04
A014, A194	Scarborough Hollow Road	36.318694, -87.839327	36.280972, -87.828772	2 & 3	24	LM: 1.900 TO 2.400= 40 FT LM: 2.400 TO 3.470= 44 FT LM:0.000 TO 1.750= 28 FT	CS & CR (80/20)	3.140
A356	Seay Lane	36.343253, -87.638923	36.343079, -87.640828	3	15	30	CS	0.100
A288	Shadyview Lane	36.339061, -87.947147		3			CR	0.050
A353	Sharp Hollow Lane	36.345331, -87.592261	36.343873, -87.591516	3	15	30	CR	0.100
A131	Shelton Cemetery Lane	36.320160, -87.515412	36.328999, -87.514430	3	16	24	CS	0.880
A045	Shiloh Hollow Road	36.243168, -87.770162	36.244282, -87.747786	2 & 3	22	LM: 0.000 TO 0.790= 24 FT LM: 0.790 TO 1.440= 40 FT	CS	1.440
A096	Shoulder Strap Branch Lane	36.228861, -87.546081	36.218123, -87.559839	3	18	24	CS	1.350
A164	Sid Summers Road	36.261202, -87.831006	36.270840, -87.846107	3	22	28	CR	1.460
A156	Sine Lane	36.295785, -87.628512	36.293126, -87.631896	3	22	28	CS	0.30
A291	Singleton Lane	36.267273, -87.767656	36.266884, -87.766168	3	18	30	CS	0.100
A377	Skelton Cemetery Lane	36.296096, -87.557305	36.296060, -87.558081	3	15	24	CR	0.040
A179	Smith Hollow Lane	36.229724, -87.679379	36.228232, -87.683990	3	14	20	CS	0.280
A270	Smith Road	36.315506, -87.923360	36.318048, -87.923349	3	15	30	CS	0.300
A134	Sonny Ln	36.297033, -87.672227	36.300234, -87.665974	3	18	LM: 0.000 TO 0.100= 30 FT LM: 0.100 TO 0.560= 20 FT	CS	0.500
A093	South Bear Creek Road	36.246170, -87.541254	36.220552, -87.538337	2 & 3	16	28	CS	2.100

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A337	South Mathis Lane	36.306502, -87.676761	36.306666, -87.678844	3	24	30	CR	0.150
A321	South Moore Hollow Lane	36.260513, -87.730791	36.260942, -87.730854	3	12	20	CR	0.080
A268	Southernaire Boat Dock Loop	36.313516, -87.918680	36.312552, -87.921842	3	18	40	CS	0.300
169	Southernaire Resort Road	36.316081, -87.921686	36.314611, -87.918312	3	14	LM: 0.000 TO 0.080= 30 FT LM: 0.080 TO 0.150= 20 FT LM: 0.150 TO 0.990= 30 FT	CS	1.000
1789	Sparkman Road	36.310197, -87.556623	36.336225, -87.530898	1	28	LM: 0.000 TO 0.320= 60 FT LM: 0.320 TO 2.580= 36 FT	CS	2.580
A296	Spears Road	36.364065, -87.709820	36.368094, -87.710742	3	20	28	CS	0.320
A026	Standing Rock Lane	36.329289, -87.904712	36.336183, -87.903624	3	20	LM: 0.000 TO 0.060= 28 FT LM: 0.060 TO 0.490= 24 FT	CR	0.490
A012	Stanfill Lane	36.255834, -87.534059	36.255486, -87.543749	3	20	28	CR	0.780
A395	Steve Hughes Lane	36.239958, -87.608194	36.238836, -87.608730	3	15	30	A	0.090
A339	Steven Drive Lane	36.322948, -87.802374	36.328803, -87.801073	1	16	40	CS	0.350
A195	Stevenson Circle	36.302674, -87.792681	36.302766, -87.794472	1	20	40	CS	0.580
A409	Still Hollow Lane	36.268168, -87.671665	36.266189, -87.672904	3	12	30	CS	0.170
103	Stoney Point Road	36.320425, -87.625908	36.305911, -87.613546	1	22	40	CS	1.550
A266	Substation Loop	36.330643, -87.669561	36.325756, -87.671948	1	25	50	A	0.500
A033	Sunset Cemetery Loop	36.323902, -87.835662	36.323478, -87.837228	3	12	LM: 0.000 TO 0.060= 32 FT LM: 0.060 TO 0.240= 16 FT	CR	0.240
A279	Sunset Drive	36.307888, -87.778629	36.306328, -87.778807	3	22	40	CR	0.100
A200	Sunset Point Lane	36.243893, -87.928393	36.247901, -87.925971	3	20	LM: 0.000 TO 0.090= 20 FT LM: 0.090 TO 0.430= 32 FT	CR	0.430
A015	Taylor Lane	36.316188, -87.905898	36.320086, -87.906295	3	15	20	CS	0.280
A261	Thomas Road	36.364107, -87.632067	36.367809, -87.633344	1	20	36	CS	0.290

COUNTY ROAD NUMBER (ROUTE #)	ROAD NAME	BEGINNING GPS	ENDING GPS	C L A S S	ROAD WIDTH (FEET)	RIGHT OF WAY WIDTH (FEET)	TYPE OF ROAD ASPHALT: <u>A</u> CHIP SEAL: <u>CS</u> CRUSHER RUN: <u>CR</u>	MILEAGE
A130	Thorn Hollow Lane	36.335063, -87.519592	36.334053, -87.518189	3	12	24	CR	0.160
A087	Tilden Richardon Lane	36.342979, -87.680535	36.346518, -87.680010	3	12	24	CR	0.260
A086	Tilden Richardson Road	36.340355, -87.685368	36.343150, -87.670593	1	20	40	CS	1.000
A293	Timberlake Lane	36.253169, -87.917854	36.254144, -87.919168	3	20	30	CR	0.16
A110	Tom Clark Lane	36.314703, -87.602720	36.314856, -87.598486	3	20	LM: 0.000 TO 0.220= 30 FT LM: 0.220 TO 0.450=24 FT	CS	0.260
A138	Tom Stanfill Loop	36.263132, -87.558482	36.247438, -87.546546	1	24	40	A	1.620
A384	Torian Lane	36.246709, -87.560373	36.249434, -87.563968	3	18	30	CS	0.280
A147	Town Branch Road	36.276587, -87.567633	36.273904, -87.587378	1	20	40	CS	1.210
A414	Townsend Lane	36.247623, -87.661052	36.250767, -87.661384	3	20	24	CS	0.230
A388	Tyler Lane	36.242608, -87.580508	36.241949, -87.580944	3	16	24	CS	0.120
	Vernon Rye Road	36.211060, -87.667636	36.220333, -87.666139	1	16		CS	1.200
A319	Victor Lane	36.270395, -87.686222	36.271568, -87.685772	3	16	30	CR	0.090
A393	W. Finch Lane	36.245916, -87.597343	36.248567, -87.599168	3	16	20	CR	0.20
A205, A206	W.B. Summers Road	36.269654, -87.886484	36.258345, -87.881949	3	20	24	CR	0.910
A198	Walford Hollow Road	36.316978, -87.871409	36.308726, -87.851622	3	20	LM: 0.000 TO 0.660= 24 FT LM: 0.660 TO 1.480= 30 FT	CS	1.480
A404	Walker Cemetery Lane	36.276657, -87.632037	36.276305, -87.632872	3	14	20	CR	0.060
A141	Wallace Hollow Lane	36.238418, -87.567300	36.227553, -87.574578	3	12	LM: 0.000 TO 0.350= 32 FT LM:0.350 TO 0.850= 20 FT	CS	0.850
1781	Waverly Road	36.243711, -87.775368	36.307485, -87.770073	1	28	LM: 0.00 TO 0.370 = 40 FT LM: 0.370 TO 4.90 = 50 FT	A	4.900
	Weaver Lane	36.285060, -87.612498	36.286774, 87.609951	3	15	30	CR	0.220

MOTION by Howard Spurgeon, second by Johnathon Floyd.

I amend my motion and make two motions. Repost the exployer and for the funds to go toward the purchase of another vehicle.

MOTION by Howard Spurgeon, second by Glenn Baggett.

I move that we move forward with the purchase of the surplus property from the sheriff's department and that the budget committee would identify the \$13,500.00 that would be needed to finish the purchase.

Vote on motion one

MOTION PASSED

Vote on motion two

YES VOTES: William Agy, Stephanie Smith, Randall French, Steve Hall, Glenn Baggett, Jchnathon Floyd, Darrell Kingsmill, Howard Spurgeon, Vickie Reedy, Jean Tolley, Garet Mathis, Fred Richardson, Carter Cary and Robert Parchman.

MOTION PASSED

MOTION by Howard Spurgeon, second by Glenn Baggett.

I make a motion that the county approach the State of Tennessee by referendum, letter or memorandum. That we request and increase in 911.

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

MOTION PASSED

I make a motion that we approve all of them.

MOTION PASSED

4725 East Main Street
Erin, Tennessee 37178

Robert Reed Brown
Houston County Clerk

Office Phone 931-289-3141
Fax Number 931-289-2603

Date: January 5, 2024

To: Legislative Body

From: County Clerk's Office

RE: County Clerk's Office

Funds are requested from 101-39000 to 101-52500-599

From: 101-39000 Unassigned Fund Balance \$ 6,000.00

To: 101-52500-599-TITLE Title Fees \$ 6,000.00



Rachael Mathis

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

hcexassist@peoplestel.net
Phone: 931-289-3633
Fax: 931-289-2799

Date: January 10, 2024

To: Commissioners of Houston County

From: County Mayor's Office

Re: 51910 Archives

Funds are requested to move from Other General Government Grants once received from the State of Tennessee for the Archives Development Grant.

51910 Archives Grant

From: 101-46190	Other General Government Grants	\$5000.00
To: 101-51910-499	Other Supplies and Materials	\$5000.00

"This institution is an equal opportunity provider and employer"

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



Rachael Mathis

hcexassist@peoplestel.net
Phone: 931-289-3633
Fax: 931-289-2799

Date: January 15, 2024

To: County Legislative Body

From: County Mayor's Office

Re: Voting Machine Grants

Funds are requested to move from unassigned into 101-51500-731 Voting Machines for a reimbursable grant from the State of Tennessee.

From: 101-39000	Unassigned	26,560.00
To: 101-51500-731	Voting Machines	26,560.00

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Houston County Election Commission

TO: Houston County Mayor’s Office

RE: Line-Item Correction

The Houston County Election Commission requests:

From: Line Item 101-51500-193 (Election Workers)\$162.00

To: Line Item 101-51500-106 (Deputy).....\$162.00

Reason for Request: Payment was made from the wrong line item to this employee. Data entry correction needed.

Request Submitted by Annette Pulley, Administrator of Election

Date requested: January 3, 2024



Rachael Mathis

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

hceassist@peoplestel.net
Phone: 931-289-3633
Fax: 931-289-2799

Date: January 10, 2024

To: Commissioners of Houston County

From: County Mayor's Office

Re: 54410 Civil Defense Budget

Funds are requested to move from Unassigned Fund Balance into the Civil Defense Budget per Budget Meeting 4/11/2023. These line items were missed because they are new line items in the budget that were not utilized in the prior year in NextGen.

54410 Civil Defense Budget

From: 101-39000	Unassigned Funds	\$2,900.00
To: 101-54410-359	Disposal Fees	\$500.00
101-54410-422	Food Supplies	\$1,200.00
101-54410-425	Gasoline	\$1,200.00

"This institution is an equal opportunity provider and employer"



Rachael Mathis

hcexassist@peoplestel.net
Phone: 931-289-3633
Fax: 931-289-2799

Date: January 10, 2024
To: Commissioners of Houston County
From: County Mayor's Office
Re: 55731 Waste Pickup (State)

Funds are requested to move from 101-55720-149 Sanitation Education/Information (County) into 101-55731-149 Sanitation Education/Information (State) due to incorrect time was logged between the county and state grants for two workers at 10hrs each.

<u>55731 Waste Pickup (State)</u>			
From: 101-55720-149	Laborers		\$264.80
To: 101-55731-149	Laborers		\$264.80

"This institution is an equal opportunity provider and employer"



Rachael Mathis

hcexassist@peoplestel.net
Phone: 931-289-3633
Fax: 931-289-2799

Date: January 10, 2024

To: Commissioners of Houston County
From: County Mayor's Office
Re: 54310 Fire Prevention & Control

Funds are requested to move from 101-44170 Miscellaneous Refunds into 101-54310-418 Fire Prevention & Control budget to correct a check that was made out to Perigo Communications LLC however was attached to a Lowe's check and cashed through Lowe's bank account. Please see where Lowe's has refunded the amount to our Miscellaneous Refunds account.

<u>54310 Fire Prevention & Control</u>			
From: 101-44170	Miscellaneous Refunds		\$2,421.50
To: 101-54310-418	Equipment & Machinery Parts		\$2,421.50

"This institution is an equal opportunity provider and employer"



REMITTANCE PROCESSING
PO Box 965071
Orlando FL 32896-5071



0405
000 0000040 00000000 0001 0001 00040 INS: 0 0
GEORGE E CLARK
ATTN AP HOUSTON COUNTY EXECUTIVE
PO BOX 366
ERIN TN 37061

Perigo check mailed
to Lowe's by mistake
goes to fire.
next Leg Body in
Jan 24

REFUND ON LOWES CML ACCOUNT C82L- 60457-9900-1659863
CREDIT BALANCE -- OVERPAYMENT

Page 1 of 1
11/10/23

THE FOLLOWING ITEMS WERE REFUNDED...

1052533

2421.50

IF YOU HAVE ANY QUESTIONS REGARDING THIS REFUND, PLEASE CONTACT
THE CUSTOMER SATISFACTION UNIT AT 1-800-950-4134

CK0405 v1.1

101-44170

RECEIVED
11-16-23

Please detach before negotiating check

LOWE'S Commercial SERVICES		RE: C82L6045799001659863		4996709 CHECK NO	64-127 611
				DATE OF CHECK 11/10/23	
PAY: Two Thousand Four Hundred Twenty One And 50/100 Dollars				CHECK AMOUNT \$2,421.50	
TO THE ORDER OF		GEORGE E CLARK ATTN AP HOUSTON COUNTY EXECUTIVE PO BOX 366 ERIN TN 37061			
Bank of America, N.A. Atlanta, Dekalb County, GA				Synchrony Bank Authorized Signature	

⑈0004996709⑈ ⑆061112788⑆ 003299038721⑈



Consolidated Statement

PAYMENT STUB
Page 1 of 7

287

Primary Account: 9900 165986 3 Statement Date: 10/25/23 Page: 1 of 7

Account: 9900 165986 3

Earn rewards on items you already buy on this Lowe's Commercial Account with Lowe's MVPs Pro Rewards program. Visit lowes.com/pro to learn more and login today.

GEORGE E CLARK
ATTN AP HOUSTON COUNTY
PO BOX 366
ERIN, TN 37061-0366



GEORGE E CLARK
ATTN AP HOUSTON COUNTY
PO BOX 366
ERIN, TN 37061-0366

PLEASE INDICATE ADDRESS CHANGES

PAYMENT ADDRESS

Lowe's
P.O. Box 669821
Dallas TX 75266-0775

Customer Service Online at www.lowescredit.com
This account is already registered.
See Your Online Admin to get a User ID & Password

Account(s) Balance Summary

Current Invoices & Returns	\$ 7,285.48
1-30 Days Past Due	\$ 0.00
31-60 Days Past Due	\$ 0.00
Over 60 Days Past Due	\$ 0.00
Unapplied Payments & Adjustments	\$ (2,421.50)
Statement Balance	\$ 4,863.98

Consolidated Amount Due

**NO PAYMENT
IS DUE**

AMOUNT ENCLOSED \$

FOR PAYMENT ENCLOSED
PLEASE CHECK ONE OF
THE FOLLOWING OPTIONS:

- ☐ Payment is for entire amount billed.
Please apply to all invoices.
- ☒ Payment is for specific invoices.
Please indicate by ☒ beside the
invoices/returns/unapplied payments
you are paying/applying and return
the payment stub(s) with your check.

- ☐ Apply enclosed payment to oldest
invoice(s).

If you have unapplied payments and adjustments, please call us at 866-232-7443 with your instructions to apply. You do not need to contact us if you are paying the total amount now due.

*Peris check
reference
Pat in
then Bodys
168 move to
54302418
to cover
New check
check written
to bill
11-3-23*

Send payments to:
Lowe's
P.O. Box 669821
Dallas TX 75266-0775



Send Billing/General Inquiries
to:
P.O. Box 71772
Philadelphia PA 19176-1772



For Customer Service: call 1-866-232-7443

Tear Here

99001659863

0000000000

Purchases, returns, and payments made just prior to the statement date may not appear until the next month's statement. Any payments received after 5pm on any business day or on any day other than a business day, at the address above, will be credited on the next business day. If the payment is made at a location other than such address, credit may be delayed.

PLEASE RETURN ALL STUBS
WITH YOUR PAYMENT
Retain left portion for your records.

-Continue-

apar@hocotn.com

From: apar@hocotn.com
Sent: Thursday, November 2, 2023 9:55 AM
To: 'sharonparks@deluxe.com'
Subject: Perigo check deposited in Lowe's account 9900 165986 3
Attachments: Xerox Scan_11022023093111.pdf

Here is the front and back of check

Thanks,

Debra Bennett
Administrative Assistant
Houston County Mayor's Office
(Office) 931-289-3633
(Fax) 931-289-2799
apar@hocotn.com

-----Original Message-----

From: houstoncnty.mayor.xerox@gmail.com <houstoncnty.mayor.xerox@gmail.com>
Sent: Thursday, November 2, 2023 9:31 AM
To: apar@hocotn.com
Subject: Scan from the Houston County Mayor's Office

Please open the attachment

Number of Images: 2
Attachment File Type: PDF

Device Name: VersaLink B405
Device Location:

THIS DOCUMENT IS PRINTED ON COLORED PAPER, HAS AN ULTRAVIOLET INK FEATURE AND A SIMULATED WATERMARK

010

REGIONS BANK

HOUSTON COUNTY, TENNESSEE
JAMES K. BRIDGES, COUNTY MAYOR

P.O. BOX 366

ERIN, TENNESSEE 37061

VOID AFTER 90 DAYS

*****2,421 DOLLARS AND 50 CENTS

PAY TO THE ORDER OF

DATE

CHECK NO.

10/10/2023

101

1052533

Perigo Communications LLC

PO BOX 526

Erin, TN 37061

JAMES K. BRIDGES, COUNTY MAYOR

01052533 0840000171

5000050129

WARNING: MICROPRINTING IN SIGNATURE LINE. MAGNIFY TO VERIFY ORIGINAL CHECK.

290 Perigo Communications LLC

P.O. Box 526
Erin, TN 37061
931.289.2202
office@perigocommunications.com
perigocommunications.com

Invoice



BILL TO
Houston County Fire Dept P.O. Box 50 Erin, TN 37061 Houston

SHIP TO
Houston County Fire Dept P.O. Box 50 Erin, TN 37061 Houston

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1934	09/25/2023	\$2,421.50	10/25/2023	Net 30	

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

PURCHASE ORDER

17705

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
NX-5300K2	UHF Portable, Standard Key, with NX Trunking	1	650.86	650.86
Battery, Portable L2	Richcom LiPolymer 4000 MaH Battery for NX-5000 Series Kenwood Radio	11	125.00	1,375.00
KRA-27M	Portable Whip Antenna	1	12.95	12.95
KSC-52 or KSC-32	Portable Rapid Charger	1	63.14	63.14
Firemen's Carry	Firemen's Heavy-Duty Leather Shoulder Strap for a Heavy-Duty Leather Case	5	29.05	145.25
Heavy leather case, NASPO	Heavy duty leather carrying case for NX-5000 series	5	34.86	174.30

Serial C3760084
Radio UID 804

SUBTOTAL 2,421.50
TAX 0.00
TOTAL 2,421.50
BALANCE DUE

\$2,421.50

pdch
10525
10/10

10/19/2023 38 537575 Lowes - No Scanline Multicheck Daryeltn P 0

537575 10/20/23

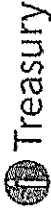
038 002421.50 >0000000000< JP Morgan Chase

1659863

Synchrony Bk 192822614 Abs of Payees End Gtd

* FEDERAL RESERVE BOARD OF GOVERNMENT

DO NOT WRITE IN THESE SPACES



Date: 10/30/2023

Page: 1 of 1

- From Account
5000050129
- Serial Number
1052333
- Issue Amount
2,421.50
- Account Name
Houston County Warrants
- Check Issue Date
10/19/2023
- Paid Date
10/19/2023
- Document Image Number
36778598





Rachael Mathis

hcexassist@peoplestel.net
Phone: 931-289-3633
Fax: 931-289-2799

Date: January 10, 2024

To: Houston County Commissioners

From: County Mayor's Office

Re: 55900 Other Public Health and Welfare

Remaining funds of \$31,291.58 are requested to move from Unassigned Funds into 55900 Other Public Health and Welfare to spend on opioid fund related items.

55900 Other Public Health and Welfare

From: 101-39000	Unassigned Funds	31,291.58
To: 101-55900-316	Contributions	31,291.58

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Houston County
Highway Department

Teresa Wolfe, Superintendent of Roads
teresakingwolfe@outlook.com

3340 Highway 149
Erin, Tennessee 37061

Office: 931-289-4151
Fax: 931-289-5185

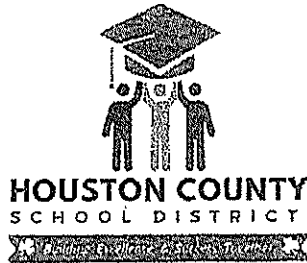
Date: January 22, 2024

To: Houston County Legislative Body

Re: Budget Transfers/Amendments

Budget Transfer From:	Amount:	Budget Transfer To:
68000-718 Motor Vehicles	\$ 1,500 00	61000-599 Administration - Other Charges
62000-440 Pipe - Metal	\$ 10,000 00	62000-403 Asphalt - Cold Mix
68000-718 Motor Vehicles	\$ 700 00	65000-307 Communications
68000-718 Motor Vehicles	\$ 150 00	65000-413 Drugs & Medical Supplies
68000-718 Motor Vehicles	\$ 350.00	68000-719 Office Equipment
TOTAL	\$ 12,700.00	

General Purpose In Category Amendments January 2024					
141		Original Budget	Credit	Debit	Amended Budget
71100	Regular Instruction				
355	Travel	\$0.00	\$200.00	\$0.00	\$200.00
599	Other Charges	\$1,000.00	\$0.00	\$200.00	\$800.00
73300	Community Services				
105	Supervisor/Director	\$22,230.00	\$0.00	\$300.00	\$21,930.00
204	Pension	\$0.00	\$300.00	\$0.00	\$300.00
499	Other Supplies and Materials FRD (Donation)	\$5,680.00	\$7,832.56	\$0.00	\$13,512.56
44570	Revenue (Donation)		\$0.00	\$7,832.56	
72130	Other Student Support (Public School Security)				
790	Other Equipment	\$50,810.19	\$32,640.15	\$0.00	\$83,450.34
46980	Revenue (PSS)		\$0.00	\$32,640.15	
	TOTALS		\$40,972.71	\$40,972.71	
	Board Approved	1-8-24			
	County Commission Approved				
	Salary line, Increase in PSS Grant, and Donation				



January 2, 2024

To: Kris McAskill, Director of Schools
From: Robin Fairclough, Student Support Coordinator
Re: Family Resource amendment

Below is information for Board approval to amend the FY24 Family Resource budget. This amendment is necessary to ensure funds are available for the retirement benefits of the newly hired Family Resource Director and to also include recent donations to the program from various community organizations. Donations include \$200 from the Houston County Lions Charity Inc., \$2,700 from the Farm and Forest Families of TN, and \$4,932.56 from the Bethesda Community Mission. These donations will be budgeted in 499 Other Supplies and Materials and cost-centered FRD to support the Backpack Buddies program as well as provide necessary personal/school supplies to students and families in need. Please let me know if you require any additional information. As always, thank you for your support of our student support programs.

73300 Community Services

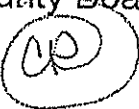
	Original	Inc/Dec	Amended
105 Supervisor/Director	22,230	-300	21,930
204 Pension	0	+300	300
499 Other Supplies and Materials	5,680	7,832.56	13,512.56
Total	29,610	7,832.56	37,442.56



HOUSTON COUNTY
SCHOOL DISTRICT

Building Excellence & Success Together

Memo

To: Houston County Board of Education
From: Cindy Ryan 
Date: January 3, 2024
Re: Public School Safety Grant

The Public-School Safety Grant was amended by adding the additional funds provided by TDOE.

Filter by Location: All - \$83,450.34
Show Unbudgeted Categories

Line Item Number	Account Number	72130 - Other Student Support	Total
720 - Other Equipment		83,450.34	83,450.34
		+ \$32,640.15	+ \$32,640.15
Total		83,450.34	83,450.34
		+ \$32,640.15	+ \$32,640.15
		Adjusted Allocation	83,450.34
		Remaining	0.00



Houston County
School District

Cindy Ryan <cryan@houstonk12tn.net>

Public School Security Grant Additional Funds Award

1 message

Kimberly Daubenspeck <Kimberly.Daubenspeck@tn.gov>
To: "cryan@houstonk12tn.net" <cryan@houstonk12tn.net>

Wed, Dec 27, 2023 at 1:37 PM

During the recent legislative special session on public safety, the General Assembly added \$10 million to the Public-School Security Grant to provide additional support to public schools who have not been able to secure a full-time School Resource Officer (SRO). Section 3 of the Special Session's Appropriations Act states that public schools without a full-time SRO prior to the approval date of this Act (Sept. 8th) may qualify for a portion of the \$10 million in additional funds. To determine who was eligible for these funds, districts were asked to complete a survey and provide information on their SRO program.

Survey responses indicate **420 Houston County Schools** has received an additional award of **32640.15** for a new total Public School Security Grant Award **83450.34**.

Please complete a budget revision in ePlan to ensure your additional award is fully budgeted. Page 2 of the Public School Security Grant application states what is allowable use of funds. Funds may generally be used to support a wide array of school safety efforts to include, but not limited to, improved physical school security (e.g., perimeter control, access control, vehicle control, visitor management, communications, surveillance, signage, etc.), SRO or School Security Officer, emergency operations planning, violence prevention programs, conflict resolution, and safety training for staff members.

Please contact Bennett.Wilson@tn.gov for assistance. Thank you for all you do to ensure your students have a safe school environment to learn, grow, and thrive.

I move we approve.

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

MOTION PASSED

DATE		TIME	CITY or COUNTY	OFFICER	MALE / FEMALE	CHARGES	WARRANT AMOUNT	JUDICIAL COMMISSIONER
10/28		2:45p	City	Teiber	m	DOEL	3000	Judy
11/1				DRUG TRAFFIC	NO	CAILS		
11/2		8:30p	CO.	REDADED	m	FEIGNING/RAPE BRASS METH. FET. PARQ	65,000	JUDY
11/3			CO			Citation		CLYSTA
11/4					NO	CAILS		
11/5					NO	CAILS		
11/6					NO	CAILS		
11/7			CO			Citation		CLYSTA
11/8						NO CAILS		
11/9						NO CAILS		
11/10						NO CAILS		
11/11						NO CAILS		
11/12						NO CAILS		
11/13		10:15p	CO	BAKER	m	Dom assault	500	Judy
11/14		12:30A	City	JOSH	m	DOEL with papers	9000	JUDY
11/14		12:30A	City	JOSH	F	DOEL with papers + meth	24000	JUDY
11/15		6:00P	CO CO	FLOYD	F	DOEL with papers	500	"

5024

NOV

2

MONTH Nov. 2023

Sun
Sun
Sun
Mon
Tue
Wed
Thur
~~Fri~~

① Cley Star Brooks

MONTH Nov 2023

DATE	TIME	CITY or COUNTY	OFFICER	MALE / FEMALE	CHARGES	WARRANT AMOUNT	JUDICIAL COMMISSIONER
Th 11/16	—	—	—	—	No Calls	—	Cupta
Fri 11/17	—	—	—	—	No Calls	—	Cupta
Sat 11/18	—	—	—	—	No Calls	—	Cupta
Sun 11/19	3:00am	Co.	Hardin	Male	39-13-113 Violation of No contact	1500-	Cupta
Sun 11/19	3:00am	Co.	Hardin	Male	55-50-504 Licenses Suspended	500-	Cupta
Sun 11/19	3:00pm	Co.	Booth	Male	53-10-105 Poss. Legend Drugs	7500-	Cupta
Sun 11/19	3:00pm	Co.	Booth	Male	39-17-423 Drug Paraphernalia	5000-	Cupta
Sun 11/19	3:00pm	Co.	Baker	Male	39-17-434 Meth. deliver-sell	10,000-	Cupta
Sun 11/19	3:00pm	Co.	Baker	Male	39-17-418 Sing. Poss. or e. exchange	5000-	Cupta
Sun 11/19	3:00pm	Co.	Baker	Male	39-13-103 Reckless Endangerment	7500-	Cupta
—	—	—	—	—	1st Child	—	—
Sun 11/19	3:00pm	Co.	Baker	Male	39-13-103 Reckless Endangerment Child	7500-	Cupta
Sun 11/19	3:00pm	Co.	Baker	Male	39-13-103 Reckless Endangerment-Complaint	7500-	Cupta
Mon 11/20	—	—	—	—	No Calls	—	Cupta
Tue 11/21	—	—	—	—	No Calls	—	Cupta
Wed 11/22	—	—	—	—	No Calls	—	Cupta
Thur 11/23	—	—	—	—	No Calls	—	Cupta
Fri 11/24	—	—	—	—	No Calls	—	Cupta
Sat 11/25	—	—	—	—	No Calls	—	Cupta
						\$52,000.00	

Houston County Fire Department

Call Volume 2023

2023 Overall Calls Report	January	February	March	April	May	June	July	August	September	October	November	December	Overall
Bomb Threat	0	0	0	0	0	0	0	0	0	1	0	0	1
Brush Fires	1	2	5	5	4	0	3	0	0	1	7	6	34
EMS Assist	1	2	2	0	4	2	5	4	3	1	4	0	28
EMS Scene Flights	0	0	0	0	1	0	0	0	0	0	0	0	1
Fire Alarms	1	1	1	0	2	1	2	4	2	1	4	2	21
Flooding	0	0	0	0	0	0	0	0	0	0	0	0	0
Follow up Investigation	0	0	0	0	0	0	0	0	0	0	0	0	0
Gas Leak	0	2	2	0	2	0	0	1	0	0	1	0	1
Chimney Fire	0	0	0	0	0	0	0	0	0	0	1	1	9
Landing Zone Setup	4	3	4	1	2	3	1	1	0	0	0	0	0
Motor Vehicle Collision	11	4	8	5	13	13	8	8	8	4	11	5	20
Mutual Aid	0	0	3	1	2	0	1	0	1	0	0	0	98
Power Outage	0	0	0	0	0	0	0	1	0	0	0	0	8
Public Assist	1	1	1	0	2	1	1	0	2	1	1	0	2
Report of Smoke	1	1	3	0	1	1	0	0	0	1	1	0	11
Storm Damage	0	0	3	0	1	0	8	1	0	1	1	0	9
Structure Fires	0	4	3	8	3	2	0	0	3	0	0	0	13
Traffic Control	0	0	1	0	0	0	0	0	0	3	1	0	27
Vehicle Fires	0	1	1	2	2	0	0	0	0	0	0	0	1
Water Rescue/Recovery	1	0	0	0	0	0	3	0	1	1	0	1	12
Work Detail	0	0	0	0	0	0	0	0	0	0	0	0	1
Monthly Total	21	21	37	22	39	23	32	20	20	14	33	15	297
Event Standby	0	0	1	0	2	1	1	0	2	1	0	0	8
Football Game Standby	0	0	0	0	0	0	0	0	1	2	0	0	3
Weekly Meetings	4	4	4	3	4	4	3	4	4	3	5	3	45
Monthly Total	4	4	5	3	6	5	4	4	7	6	5	3	353



SHERIFF

HOUSTON COUNTY

Calls for Service from 11/01/2023 to 12/31/2023

Wrecks = 34

Arrests / Booked = 94

Alarm Calls = 9

Attempt to Serve = 358

Burglary = 5

Drug Arrest = 10

Domestic Violence = 6

Prisoner Transport = 31

Traffic Stops = 218

Theft Calls = 5

Calls for Service Per Month

January = 448

February = 382

March = 436

April = 472

May = 548

June = 501

July = 492

August = 524

September = 458

October = 508

November = 484

December = 603

Total Calls for Service For 2023 = 5,856

Houston County Highway
Summary Financial Statement
December 2023

131 Highway/Public Works		Year-To-Date			Month-To-Date		
Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
Revenues							
40110	Current Property Tax	13,920.00	(14,722.47)	105.76%	1,160.00	(1,180.94)	101.81%
40115	Discount On Property Tax	(120.00)	246.80	205.67%	(10.00)	0.70	7.00%
40120	Trustee's Collections - Prior Year	500.00	(212.89)	42.58%	41.67	(41.23)	98.95%
40125	Trustee's Collections - Bankruptcy	2.00	0.00	0.00%	0.17	0.00	0.00%
40130	Cir Clk/Clk & Master Collections-Pr Yr	500.00	(133.36)	26.67%	41.67	(29.61)	71.06%
40140	Interest And Penalty	200.00	(25.66)	12.83%	16.67	(6.02)	36.12%
40270	Business Tax	1.00	0.00	0.00%	0.08	0.00	0.00%
44170	Miscellaneous Refunds	3,000.00	(3,428.00)	114.27%	250.00	0.00	0.00%
44530	Sale Of Equipment	30,000.00	0.00	0.00%	2,500.00	0.00	0.00%
46410	Bridge Program	302,457.00	0.00	0.00%	25,204.75	0.00	0.00%
46420	State Aid Program	2,221,366.00	(2,133,462.28)	96.04%	185,113.83	(51,211.64)	27.66%
46920	Gasoline And Motor Fuel Tax	1,868,584.00	(809,426.48)	43.32%	155,715.33	(156,959.71)	100.80%
46930	Petroleum Special Tax	5,489.00	(2,286.75)	41.66%	457.42	(457.35)	99.99%
46980	Other State Grants	10,863.00	0.00	0.00%	905.25	0.00	0.00%
47230	Disaster Relief	195,541.00	0.00	0.00%	16,295.08	0.00	0.00%
Total Revenues		4,652,303.00	(2,963,451.09)	63.70%	387,691.92	(209,885.80)	54.14%
Expenditures							
61000	Administration	(207,858.10)	110,539.38	53.18%	(17,321.51)	14,548.42	83.99%
62000	Highway And Bridge Maintenance	(1,815,358.50)	680,647.22	37.49%	(151,279.88)	107,294.21	70.92%
63100	Operation And Maintenance Of	(405,685.00)	150,131.22	37.01%	(33,807.08)	20,227.80	59.83%
65000	Other Charges	(82,043.00)	48,683.66	59.34%	(6,836.92)	4,496.01	65.76%
66000	Employee Benefits	(272,387.00)	122,196.90	44.86%	(22,698.92)	15,496.48	68.27%
68000	Capital Outlay	(3,100,642.00)	2,071,321.90	66.80%	(258,386.83)	0.00	0.00%
82120	Highways And Streets	(64,811.95)	0.00	0.00%	(5,401.00)	0.00	0.00%
82220	Highways And Streets	(7,623.90)	3,811.95	50.00%	(635.33)	0.00	0.00%
Total Expenditures		(5,956,409.45)	3,187,332.23	53.51%	(496,367.45)	162,062.92	32.65%
Total 131	Highway/Public Works	(1,304,106.45)	223,881.14	17.17%	(108,675.54)	(47,822.88)	-44.01%

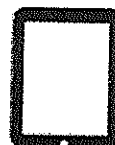
Houston County Board of Education				
Summary Financial Statement				
December 2023				
141	General Purpose School			
Account	Description	Budget Estimate	Actual	Balance
Expenditures				
71100	Regular Instruction Program	6,098,474.00	2,434,281.11	\$ 3,664,192.89
71200	Special Education Program	881,723.45	365,589.77	\$ 516,133.68
71300	Career and Technical Education	1,329,015.00	186,031.56	\$ 1,142,983.44
72110	Attendance	26,231.00	12,237.24	\$ 13,993.76
72120	Health Services	219,617.00	91,181.50	\$ 128,435.50
72130	Other Student Support	353,464.19	133,547.68	\$ 219,916.51
72210	Regular Instruction Program	516,719.00	230,145.01	\$ 286,573.99
72215	Alternative Instruction Program	78,659.00	32,053.65	\$ 46,605.35
72220	Special Education Program	205,398.00	117,736.73	\$ 87,661.27
72250	Education Technology	385,319.00	172,727.47	\$ 212,591.53
72310	Board Of Education	483,544.10	361,780.37	\$ 121,763.73
72320	Office Of The Superintendent	258,724.00	126,963.68	\$ 131,760.32
72410	Office Of The Principal	863,488.00	356,666.32	\$ 506,821.68
72510	Fiscal Services	206,188.00	99,682.74	\$ 106,505.26
72610	Operation Of Plant	998,211.00	414,075.74	\$ 584,135.26
72620	Maintenance Of Plant	241,762.00	116,715.57	\$ 125,046.43
72710	Transportation	911,317.00	344,553.03	\$ 566,763.97
73100	Food Service	43,650.00	21,731.43	\$ 21,918.57
73300	Community Services	29,610.00	5,928.21	\$ 23,681.79
73400	Early Childhood Education	319,305.06	122,400.19	\$ 196,904.87
76100	Regular Capital Outlay	860,216.90	181,577.69	\$ 678,639.21
82130	Education	522,000.00	54,558.00	\$ 467,442.00
82230	Education	5,000.00	564.00	\$ 4,436.00
Total	141 General Purpose School			
	Total Expenditures	15,837,635.70	5,982,728.69	\$ 9,854,907.01

Houston County Public Library

Number of physical materials Checked Out
3193



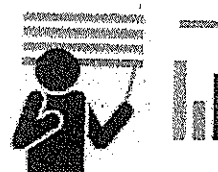
Number of Electronic Materials Checked out
2077



Number of Library Visitors
3829



Program Attendance
11070



Card Holders
5016



Computer and wireless usage
561



HOUSTON COUNTY PUBLIC LIBRARY
2nd Quarter Report

October, November, December 2023

PHYSICAL COLLECTION										LOCAL ELECTRONIC COLLECTION (Advantage, etc.)			Current Balance		
Material Type	Beginning	Added	Deleted	Balance		Beginning	Added	Deleted	Balance	Locally Owned	E-books	Audio Downloadable	Video Downloadable	Total	159
Print Materials	10,294	21	172	10,143	Regionally Owned	18,125	192	158	18,159						
Audio Materials	325	0	0	325		225	0	0	225						
Video Materials	398	0	0	398		178	0	0	178						
Other Materials	0	0	0	0		0	0	0	0						
Total	11,017	21	172	10,866	Total	18,528	192	158	18,562	TOTAL PHYSICAL COLLECTION					29,428

Programs Offered										Totals	
		Children		Young Adults Ages 12-18		Adults Age 19 or Older		General Interest			
On-site	12	4	12	2	1	31					
Off-site	0	0	0	0	1	1					
Live/Virtual	0	0	0	0	0	0					
Total	12	4	12	2	2	32					

Program Attendance										Totals	
		Children		Young Adults Ages 12-18		Adults Age 19 or Older		General Interest			
On-site	199	20	86	24	63	392					
Off-site	0	0	0	0	678	678					
Live/Virtual	0	0	0	0	0	0					
Total	199	20	86	24	741	1,070					

Library Services					Meeting Room Use	
Library Visits	3,829				Number of Events Not Sponsored by the Library	2
Reference Transactions	385				Attendance at these Events	19
Computer Users	254					
Wireless Sessions	307					
Website Visits	0					
Databases Owned	3					
Local Database Usage	402					
TEL Usage (June only)	0					
ILL - Borrowed	29					
ILL - Loaned	67					

Recorded Programming		Self-directed/Passive Activities (activity that does not meet program definition)		Programs		Attendance	
Total Recorded Programs	0			9		465	
Total Views	0						

Electronic Circulation (includes READS Advantage & other local e-collections)				Physical Circulation Book & Non-Book (Audio, Video, Serials)				Other Physical Items Circulation Hotspots, sewing machines, tools, cake pans, telescopes, board games, video games, etc.				TOTAL FOR ALL CIRCULATED ITEMS-Auto Fill (Electronic, Physical & Other Physical)				TOTAL PHYSICAL ITEM CIRCULATION (no Electronic formats)	
Adult **	1,784			Adult	1,997			Adult	70			Adult Total	3,851				
Children **	293			Children	1,196			Children	0			Children's Total	1,489				
Total	2,077			Total	3,193			Total	70			Total for All Circulation	5,340				3,263

Title VI Survey Information New Cards Issued		White		Black or African American		Hispanic Origin (of any race)		American Indian or Alaskan Native		Asian		Other		Did not respond		Total	
	56		2		2		0		2		0		0		0		60

NOTE: Other Materials in "Physical Collection" should include any materials not counted elsewhere ie: subscriptions, microforms, reference books, genealogy books, etc. (regardless whether the item is circulated or not circulated)

MOTION by Darrell Kingsmill, second by Randall French.

I move we adjourn.

MOTION PASSED