



## GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> March 15, 2026	<b>End Date</b> March 14, 2027	<b>Agency Tracking #</b> 33501-2625307	<b>Edison ID</b> 88209-194		
<b>Grantee Legal Entity Name</b> Haywood County			<b>Edison Vendor ID</b> 0000000003		
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		<b>Assistance Listing Number</b>  <b>Grantee's fiscal year end</b>			
<b>Service Caption</b> (one line only) Volunteer Firefighter Equipment and Training Grant Program					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2026	\$39,430.00				\$39,430.00
<b>TOTAL:</b>	<b>\$39,430.00</b>				<b>\$39,430.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		Procured pursuant to the Department's approved Delegated Grant Authority (Edison #88209) to procure services in accordance with Tenn. Comp. R. & Regs. Rule 0690-03-01-04 and Rule 0690-03-01-05(4)..			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF COMMERCE AND INSURANCE  
STATE FIRE MARSHAL'S OFFICE  
AND  
HAYWOOD COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Commerce and Insurance, State Fire Marshal's Office, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Haywood County, hereinafter referred to as the "Grantee," is for the provision of grant funds under the Volunteer Firefighter Equipment and Training Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000000003

**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. Tenn. Code Ann. § 68-102-154 creates the Volunteer Firefighter Equipment and Training Grant Program ("Program"). The Program establishes a fund for volunteer fire departments to use their local match portion from federal grants for equipment and training and creates a State grant program awarding funds to volunteer fire departments for equipment to better protect volunteer firefighters and the communities they serve. In accordance with the grant guidelines adopted by the State, the Grantee responded to a grant solicitation by submitting a Volunteer Firefighter Equipment and Training Grant Program Application (Attachment B), which was reviewed by the selection committee.
- A.3. The State shall award a grant in the amount specified in C.1. to the Grantee in accordance with the awarded line items included in the Volunteer Firefighter Equipment and Training Grant Program Application (Attachment B) and specified in the Grant Budget Line-Item Detail (Attachment A).
- A.4. The Grantee shall notify the State in writing when the grant funds have been utilized and include a detailed list of expenditures which shall include invoices and receipts when applicable.
- A.5. 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 in subsections b. and c. below);
  - b. The State grant solicitation as may be amended; and
  - c. The Grantee's Volunteer Firefighter Equipment and Training Grant Program application (Attachment B) is incorporated to elaborate supplementary scope of service specifications.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective for the period beginning on March 15, 2026 ("Effective Date") and ending on March 14, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed thirty-nine thousand four hundred thirty dollars (\$39,430.00) ("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. Payment Methodology – Total 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. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. Reserved.
- C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
  - b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract 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 detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
  - c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State (and include, as applicable, documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations").
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's

Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal

contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Allie Stevens, Associate General Counsel  
 Department of Commerce and Insurance  
 Davy Crockett Tower  
 500 James Robertson Parkway  
 Nashville, TN 37243  
 allie.stevens@tn.gov  
 Telephone # (615) 532-3812

The Grantee:

Dan Feathers  
 Haywood County  
 1 N Washington Ave  
 Brownsville, TN 38012  
 Dfeathers@haywoodtn.gov  
 Telephone # 731-585-3473

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to

the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

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

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

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State

Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

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

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

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

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

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

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any

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

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that

any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information

but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

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

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

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

**IN WITNESS WHEREOF,**

**HAYWOOD COUNTY:**

---

**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF COMMERCE AND INSURANCE:**

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**CARTER LAWRENCE, COMMISSIONER**

**DATE**



**ATTACHMENT A****GRANT BUDGET LINE-ITEM DETAIL:**

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Boots	
Bunker Coats	
Bunker Pants	
Gloves (Firefighting)	
Helmets	
Hoods (Firefighting)	
SCBA Units (Harness, Facepiece, 2 Cylinders)	
SCBA Spare Cylinders	
Federal Grant Cost Share	
Air Compressor/Fill Station	
PPE Washer/Dryer	\$25,075.00
Equipment Decon Machine	
Handheld Radio	
Mounted Radio	
Spreader	
Cutter	
Ram	
Combi-Tool	
Cribbing	
Thermal Imaging Cameras	\$14,355.00
12' or longer Roof Ladder	
24' or longer Ext Ladder	
Pick Head Axe	
Flat Head Axe	
Forcible Entry Tool	
Fire Extinguisher – Water	
Fire Extinguisher – Dry Chemical	
Attack Line (1.5" x 50')	

Attack Line (1.75" x 50')	
Attack Line (2" x 50')	
Portable Attack Monitor	
2.5" Playpipe w/ shut off & 1", 1.125", and 1.25" tips	
2.5" Combination Nozzle w/ shut off	
200 GPM Combo Nozzle w/ shut off	
15' Soft Suction	
20' Hard Suction	
1.5" Combo Nozzle w/ shut off	
1.75" Combo Nozzle w/ shut off	
LDH Hose Clamp	
LDH Manifold	
Trimese	
2.5" Gate Wye with 1.5" Reducers	
Water Thief	
Skid Units	
Other	
Training	
<b>TOTAL</b>	<b>\$39,430.00</b>



**Solicitation Name:** Volunteer Firefighter Equipment and Training Grant Program

### Application ID

2025-3091

### Application Type

Volunteer Firefighter Equipment and Training

## Acknowledgement

**Solicitation Document:** [88209\\_FY26\\_VFEAT\\_Solicitation\\_and\\_Contracts\\_-\\_with\\_Amendment\\_1\\_Updates\\_1.pdf](#)

**Solicitation Name:** Volunteer Firefighter Equipment and Training Grant Program

**Brief Description:** Tenn. Code Ann. § 68-102-154 establishes the Volunteer Firefighter Equipment and Training Grant Program (“Program”) for the purpose of awarding funds to volunteer fire departments for equipment and training to better protect firefighters and the communities they serve. The Program provides for twenty million dollars (\$20,000,000) to be disbursed to applicant volunteer fire departments across the three (3) Grand Divisions.

**Program Purpose:** The Volunteer Firefighter Equipment and Training Grant was passed by the General Assembly in 2019 and became effective on January 1, 2020. The grant program has two components:

1. Reimburse the local cost share (typically 5% or 10% of the total award depending on population) of a federally awarded grant to a volunteer fire department for the purchase of firefighting equipment and training.
2. Allows volunteer fire departments to apply directly to the State Fire Marshal's Office (SFMO) for firefighting equipment and/or specialized training.

\*Vehicles and/or fire apparatus are not eligible under this grant.

**Released On:** November 03, 2025

**Completed Application** December 04, 2025 14:00:00

**Due By:**

I attest that this application was created and written by a human and that this applicant has the capacity to fulfill and/or provide the project described in this application.

## Organization Information Acknowledgement

Click on the link below to view your organization profile. Please ensure that your organization profile is up-to-date before submitting this application.

[Organization Profile](#)

I attest that my organization profile is up-to-date.

## Qualification Criteria

### Instructions

- Below is a list of criteria that defines a “qualified organization” for those applying for funding through for volunteer fire departments to utilize for necessary equipment & training.
- Check ALL criteria statements that apply to your organization.

## Criteria List

Verified that fire department recognition is up-to-date pursuant to TCA § 68-102-304

Verified compliance with the National Fire Incident Reporting System (NFIRS) or National Emergency Response Information System (NERIS) reporting as pursuant to TCA § 68-102-111

Verified that my fire department is current with annual financial report filings with the Comptroller of the Treasury as pursuant to TCA § 68-102-309

## General Information

**Organization Information:** Haywood County Fire Department  
3427 TN-222  
Stanton, Tennessee, 38069  
Phone: 731-585-3473

FDID: 38315

**Reviewed training records to ensure personnel meet the minimum training requirements established by the TCA § 4-24-112(a) - (e).**

Yes

## Series 100 Fire Reported Calls

**Number of series 100 fires reported last year**

0

**Number of series 100 fires reported the year prior**

0

**Number of series 100 fires reported 2 years prior**

0

**Total Reported**

Click on the **Save Draft** button to calculate the total.

0

## Expenditures

Budget numbers are the numbers for your department only. For non-profits, it would be the entire budget. For departments that are a part of city or county government, please include **ONLY** the budget for your department **NOT** the entire budget for the city/county.

**Expenditures reported last year**

---

\$1,200,000

**Expenditures reported the year prior**

---

\$0

**Expenditures reported 2 years prior**

---

\$0

**Total Expenditures**

---

Click on the **Save Draft** button to calculate the total.

\$1,200,000

## Previously Received Funding

---

**Has your department previously received funding through this grant program?**

---

Yes

**Last Year Funding:** \$42,000

**Year Prior Funding:** \$0

**Two Year Prior Funding:** \$0

**Has your department suffered an uninsured loss in the last twelve (12) months?**

---

No

**How many fire engines/pumpers does your department have (for ISO points)?**

---

Multiple

**If multiple, please enter the number of fire engines/pumpers**

15

**How many stations does your department have?**

Multiple

**If multiple, please enter number of stations**

11

**Does your department intend to request vehicle extrication tools on this application?**

If **yes** is selected, you will be required to upload a letter for you local or county government stating you are currently providing vehicle extrication services on the Supporting Documentation tab.

No

## Scope of Service

## Application

**What items are you requesting for in this application? How will this grant funding assist your department in improving firefighter/rescue squad safety and protecting lives and property in your jurisdiction?**

Note: This narrative will be redacted of any information that can identify your Volunteer Fire Department/Rescue Squad prior to presentation to the Selection Committee.

The REDACTED Fire Department (REDACTED), located in rural West Tennessee, respectfully requests grant assistance to acquire three critical categories of equipment: (1) a commercial-grade washer and dryer for turnout-gear decontamination, (2) a centrally located self-contained breathing apparatus (SCBA) refill station and cascade system, and (3) replacement thermal imaging cameras (TICs) for operational readiness. These items are vital to improving firefighter safety, protecting long-term health, supporting efficient fire-ground operations, and strengthening emergency response capabilities for all 11 fire stations across the county.

REDACTED County recently transitioned to a fully county-wide fire department model approximately six months ago. Prior to this expansion, equipment levels and operational capabilities varied widely across stations. As a newly unified department with both full-time and volunteer personnel, standardizing safety equipment and centralized support systems is essential. The department covers a rural area of approximately REDACTED square miles with a population of around REDACTED residents. The county's geography includes wide stretches of farmland, low-density residential areas, and several critical transportation corridors. This environment requires the department to maintain reliable equipment that can be accessed quickly by responders across the county.

REDACTED County faces economic challenges as well. The median household income remains significantly below state and national averages, and more than 22 percent of the population lives below the poverty line. Local funding sources are limited, and many capital purchases must rely on outside assistance. Without grant support, the department cannot afford major upgrades that directly affect firefighter health, safety, and operational efficiency. These realities make the requested equipment vital and timely.

The first priority is a commercial-grade turnout-gear washer and dryer. Firefighters are regularly exposed to carcinogenic particulates, soot, toxic smoke compounds, and other contaminants during structure fires and vehicle fires. Without specialized cleaning equipment, turnout gear accumulates residues that significantly increase the risk of long-term cancer—a documented threat to fire service personnel nationwide. A designated gear washer and dryer allows REDACTED to meet NFPA recommendations for proper cleaning after every exposure event. Since many volunteers formerly relied on home machines or delayed cleaning, this system will ensure county-wide consistency. The washer/dryer unit will be centrally located to allow all 11 stations to maintain clean, safe, and compliant gear, contributing directly to reducing occupational cancer risk and improving overall health outcomes for our responders.

The second major need is the installation of a centralized SCBA refill station with a cascade system. SCBA cylinders are essential for safe interior operations, hazardous environments, and rescue efforts. Currently, station-to-station capabilities vary, and refill options are limited. A single, reliable, centrally located refill station ensures that all personnel across the county can maintain fully charged cylinders before and after incidents. This supports operational readiness, reduces turnaround time, and meets national safety standards. It also ensures that rural volunteer crews—who may not have the equipment capacity of larger municipal departments—have equal access to safe breathing air. The addition of this refill station will strengthen consistency, training, and safety throughout the county.

The third requested item is the replacement of multiple outdated or nonfunctional thermal imaging cameras. TICs are indispensable tools for modern firefighting. They allow firefighters to see through thick smoke, locate victims, identify hotspots, track fire spread, and detect hidden hazards. When operating in zero-visibility conditions, the difference between a functioning and nonfunctioning TIC can determine the success of a rescue or the safety of personnel navigating a structure. Some existing units in the county are more than a decade old, lack modern resolution, or have become unreliable due to age and wear. Standardizing updated TICs across stations will ensure that every crew has equal access to

this life-saving technology. This upgrade supports the department’s goal of providing consistent, county-wide operational capability while reducing risk to both responders and civilians.

These three categories of equipment work together to elevate the safety of the entire department. The turnout-gear washer/dryer protects firefighters from long-term carcinogen exposure. The SCBA refill station ensures responders always have reliable breathing air during dangerous operations. Modern thermal cameras greatly improve immediate life-safety outcomes and reduce the chance of injury or death during search and rescue. Collectively, these upgrades would significantly enhance the department’s ability to protect the lives and property of REDACTED County residents.

As a newly unified county-wide fire system, REDACTED strives to improve standardization, efficiency, and health protections for its personnel. The department’s geographic size, volunteer structure, and limited tax base make external support essential for major capital equipment purchases. The requested funding will allow REDACTED to modernize critical infrastructure, enhance cancer-prevention efforts, strengthen operational effectiveness, and ensure that all 11 stations—full-time and volunteer—are equipped to meet modern emergency-response demands. This investment will produce long-term, measurable benefits for both firefighters and the citizens they protect. Our department just took over the county wide in July 2025 that is why no 100 fires reported, and only been in existence since July 2024 when applied for license with State Fire Marshal Office.

## Budget

Click the "+" button which will open a new window, enter the details of your request and make sure to click "Create Budget Items" to save when finished.

	Budget Year	Last Modified
No Results Found		

## Application Request Amount

How much total funding are you requesting?

\$158,865.00

## Budget Summary

**All items requested must meet the most current applicable standard.**

Item Description	Priority	Number of Items in Current Inventory	Number of Items Requested for Replacement	Avg Age of Items Requested for Replacement (In Years)	Number of New Items Requested	Total Number of Items Requested (Replacement and New)	Item Price (per unit)	Total Cost
Boots	High							
Bunker Coats	High							
Bunker Pants	High							
Gloves (Firefighting)	High							
Helmets	High							
Hoods (Firefighting)	High							
SCBA Units (harness, facepiece, 2 cylinders)	High							
SCBA Spare Cylinders	High							
Federal Grant Cost Share	High							
Air Compressor/Fill Station	Medium	1	0	0	1	1	\$64,500.00	\$64,500.00
PPE Washer/Dryer	Medium	0	0	0	3	3	\$25,075.00	\$75,225.00
Equipment Decon Machine								
Handheld Radio	High							
Mounted Radio	High							
Spreader								
Cutter								
Ram								
Combi-Tool								
Cribbing								
Thermal Imaging Cameras	Medium	4	2	10	2	4	\$4,785.00	\$19,140.00
12' or longer roof ladder	High							
24' or longer Ext ladder	High							
Pick Head Axe	High							
Flat Head Axe	High							
Forcible Entry Tool (1 required per engine)	High							
Fire Extinguisher - Water	High							
Fire Extinguisher - Dry Chemical	High							
Attack Line								
1.5" x 50' or	High							
1.75" x 50' or	High							
2" x 50'	High							
Portable Attack Monitor	High							
2.5" Playpipe w/shut off 1", 1.125", and 1.25" tips (1 req per engine)	High							

2.5" Combination Nozzle with shut off (1 required per engine) <b>or</b>	High							
1.75" Combo Nozzle with shut off <b>or</b>	High							
200 GPM Combo Nozzle with shut off	High							
15' Soft Suction (1 required per engine) <b>or</b>	High							
20' Hard Suction (1 required per engine)	High							
1.5" Combo Nozzle with shut off (2 required per engine) <b>or</b>	High							
1.75" Combo Nozzle with shut off (2 required per engine)	High							
LDH Hose Clamp (1 required per engine)	High							
LDH Manifold <b>or</b>	High							
Trimese	High							
2.5" Gated Wye with 1.5" reducers <b>or</b>	High							
Water Thief	High							
SKID Units								
Other								
Describe:								
Training					Number of Firefighters who will receive training:			
<b>TOTAL AMOUNT REQUESTED</b>								\$158,865.00

**Are the funds requested going to be used for a federal grant cost share?**

If you are applying for the local cost share of a federal grant, the full award package **MUST** be attached to this application under the **Supporting Documentation** tab.

No

**Roster**

## Roster

#	Organization	Status	Last Submitted Date
1	Haywood County Fire Department	Submitted	12/02/2025

## Roster Information Acknowledgement

I attest that my roster is complete and my information is up-to-date.

## Supporting Documentation

## Attention

Upload any copies of quotes or additional documents to support your application, here.

## W9

[Tax\\_Dept\\_of\\_Revenue.pdf](#)  
235.2 KB - 12/02/2025 11:26 AM

Total Files: 1

I certified that I have attached all required/requested documents listed above.

## Additional Documents

[Haywood\\_compressor.pdf](#)  
17.1 KB - 12/02/2025 11:29 AM

Total Files: 1

## Organization Contacts

**Assign Authorized** Dan Feathers  
**Official:**

By signing below, I affirm that the information contained herein is accurate, and I understand that by making a false statement in this application, I am subject to the penalties of perjury pursuant to Tenn. Code Ann. § 39-16-702(a)(4).

-

**Roster Data Exported:** No

**Total Grant Contract** \$39,430.00  
**Amount:**