AGENDA
HAYWOOD COUNTY COMMISSION
July 20, 2026 @ 6:00 P.M.

1. **Call to Order**
2. **Roll Call**
3. **Prayer: Commissioner Alan O' Quinn**
4. **Pledge of Allegiance: Commissioner Larry G. Stanley**
5. **Recognition of Visitors**
6. **Public Comments (3 speaker, 2 minutes each).**
7. **Approval June 15, 2026, Minutes**
8. **Reports of Officials**
   A. County Mayor
   B. County Trustee
   C. Board of Education
   D. Highway Department
9. **Report of Standing Committees**
   A. Education: **Commissioner Sheronda Green**
   B. Solid Waste: **Commissioner Leonard Jones Jr**.
   C. Public Safety: **Commissioner David Prince**
   D. Budget: **Commissioner Wally Eubanks**
   E. Local Government: **Commissioner Sharon Hayes**
   F. Capital Improvement Committee: **Commissioner Alan O'Quin**
10. **Report of Other Committees or Boards**
    A. Industrial Development Board: Commissioner **Sheronda Green**
    B. Southwest Human Resource **---Fitzgerald Mann**
11. **New Business: (Consider Passage of the following):**
    A. Motion to close Agenda.
    B. Motion to appoint Dustin B. McKeel as the Director of the Haywood County Ambulance Authority.
    C. Rural Health Transformation Fund Ambulance Grant Contract.
    D. Inspection Agreement - #3887
    E. Release of Deed of Trust
    F. Motion to request that future Pilot Payments negotiated between the Megasite Board and future lessees of Megasite Property, where Ford or SK own 25% or more, go to the Haywood County Trustee.
    G. Development- Data Processing Equipment.
    H. Advance Transportation Technology and Innovation Competitive Grant Program.
    I. Copier Renewal Contract Alexander C. Jones.
    J. Haywood County Solid Waste Department approval for payment of accumulated Sick Leave.

AGENDA
HAYWOOD COUNTY COMMISSION
July 20, 2026 @ 6:00 P.M.

K. Recommendation to appoint SWTDD as Grant Administrator for the 2026 ThreeStar Grant.

L. Establishing County Commission Approval Procedures for Payment in Lieu of Tax (PILOT) Agreements Pursuant to Tennessee Code Annotated.

M. . Resolution approving membership of West Tennessee Regional Utility Authority and authorization of County Mayor to execute the Membership Agreement

N. Appointing David Prince and Regie Castellaw as appointees to the West Tennessee Regional Utility Authority

O. Appointment of Daphne Maclin to a 3-year term ending July 1, 2029 to the Library Board

P. Motion to authorize the County Mayor to execute the amendment to the grant to Stanton, Tennessee from the Tennessee Department of Energy and Conservation

Q. Motion to fill the vacant School Board seat.

- Derrick Boyd
- Gail Chapman
- Emily O"Quin
- Edward Robinson
- Maggie Steward
- Shalondria Shaw

12. Budget Amendments:

13. Old Business:

14. Mayor's Comments

15. Chairman's Comments

16. Call of the Districts

17. Adjournment

AGENDA
HAYWOOD COUNTY COMMISSION
July 20, 2026 @ 6:00 P.M.

JUNE SPECIAL CALLED MEETING
HAYWOOD COUNTY COMMISSION
JUNE 8, 2026

The Haywood County Commission met in a called session on Monday, June 8, 2026 at 6:00 p.m. with Chairman, Jeffery Richmond, presiding. Sonya Castellaw, County Clerk, and Sarah Levy, County Attorney were present along with the following County Commissioners : Dell Phillips, Janice Rogers, Richard Jameson, David Prince, Sheronda Green, Steven King, Alan O'Quin, Periann Houghton, Wally Eubanks, Sharon Hayes, Link Carlton, Becky Booth, Larry Stanley, James Farrington, Jeffery Richmond, Cecil Giles, Chris Richards, Leonard Jones, Jr., Jim Duke and Rhonda Thompson.

Commissioner Alan O'Quin opened the meeting with prayer.

Commissioner James Farrington led the Pledge of Allegiance.

PUBLIC COMMENTS

Joe Barden who is a member of the IDB read a letter to the Commissioners requesting the Commissioners to acknowledge two questioned appointments and reappoint two current members of the IDB so that the record is clear and the board can continue its work without interruption. (See attached letter).

Resident Gloria Sweet-Love spoke about working together for the citizens of Haywood County. She stated the Joint IDB was chartered to work with this Commission on PILOT money that belongs to the taxpayers and residents of this County. These are our elected folks (pointing to the Commissioners). The IDB is appointed. I ask you Michael and Joe to do what you need to do to make sure this is right. This is embarrassing for this County. We were able to get some industry here so we could build a school. A chartered body should be able to work with this elected body to make sure things are handled in a professional manner and that we don't allow personalities to get in the way of business.

Motion by Sharon Hayes and seconded by Leonard Jones, Jr. to approve Resolution #2026-06-01 (Payment in Lieu of Taxes (PILOTS) Responsibilities, Appropriations, and Distributions). After explanations from Attorney Levy, Commissioner Hayes, Mayor Livingston; questions from Commissioner Houghton; and a review of the Joint IDB's Certificate of Incorporation, Chairman Jeffery Richmond called for a roll call vote. Motion carried with 19 yes, 1 no. (See attached resolution).

Motion by Sharon Hayes and seconded by Sheronda Green to authorize the County Attorney Sarah Levy to hire outside counsel to draft an Interlocal Agreement between the Industrial Development Board and Haywood County to guarantee sufficient payment from the Ford PILOT to pay the indebtedness associated with the building of the new High School up to $100,000,000.00 plus interest. Chairman Jeffery Richmond called for a voice vote. Motion passed with none opposed.

Motion by Sheronda Green and seconded by Leonard Jones, Jr. to allow the County Mayor until the June 15, 2026 County Commission meeting for the County appointments for the IDB board so he could discuss this more with City Mayor Bill Rawls. Chairman Jeffery Richmond called for a roll call vote. Motion passed with 17 yes, 3 no.

Motion by Leonard Jones, Jr. and seconded by Sheronda Green that the commission adjourn subject to call. Motion passed.

Jeffery Richmond, Chairman

Sonya Castellaw, County Clerk

JUNE MEETING
HAYWOOD COUNTY COMMISSION
JUNE 15, 2026

The Haywood County Commission met in a regular session on Monday, June 15, 2026 at 6:00 p.m. with Chairman, Jeffery Richmond, presiding. Sonya Castellaw, County Clerk, Sarah H. Levy, County Attorney, were present along with the following County Commissioners: Dell Phillips, Janice Rogers, Richard Jameson, David Prince, Sheronda Green, Steven King, Alan O'Quin, Periann Houghton, Wally Eubanks, Sharon Hayes, Becky Booth, Larry Stanley, James Farrington, Jeffery Richmond, Chris Richards, Leonard Jones, Jr., Jim Duke and Rhonda Thompson. Absent: Link Carlton and Cecil Giles.

A quorum being present, Commissioner Alan O'Quin opened the meeting with prayer.

Commissioner Larry Stanley led the Pledge of Allegiance.

Chairman Jeffery Richmond recognized the visitors in the audience.

Public Comments: Commissioner Larry Stanley thanked the commissioners for their prayers, love and support shown during the loss of his son.

Motion by Rhonda Thompson and seconded by Chris Richards to approve the minutes from the May18, 2026 called meeting and the May 18, 2026 regular meeting. Chairman Jeffery Richmond called for a voice vote. Motion carried with none opposed.

Motion by James Farrington and seconded by Alan O'Quin that the County Mayor, Trustee, Board of Education and Highway Department reports be approved. Chairman Jeffery Richmond called for a voice vote. Motion carried with none opposed.

The next item on the agenda is the reports of the standing committees.

Motion by Sheronda Green and seconded by Janice Rogers to close the agenda as presented. Chairman Jeffery Richmond called for a voice vote. Motion carried with none opposed.

Motion by Jim Duke and seconded by Alan O'Quin to reopen the agenda for County Attorney Sarah Levy to add a letter of agreement from the State of TN Department of Transportation for the upkeep of the mural on the underside of the Hatchie River Bridge. Chairman Jeffery Richmond called for a voice vote. Motion carried with none opposed.

Motion by Sharon Hayes and seconded by Leonard Jones, Jr. to add to the agenda the letter of agreement from the State of TN Department of Transportation for the upkeep of the mural on the underside of the Hatchie River Bridge. Chairman Jeffery Richmond called for a voice vote. Motion carried with none opposed.

Motion by Sheronda Green and seconded by Chris Richards to close the agenda with the additional item that was added. Chairman Jeffery Richmond called for a voice vote. Motion carried with none opposed.

Motion by Richard Jameson and seconded by Sharon Hayes to approve the letter of agreement from the State of TN Department of Transportation for the upkeep of the mural on the underside of the Hatchie River Bridge. County Attorney Levy informed the Commissioners that the Hatchie River Conservancy had sent a letter to the Mayor addressing potential flooding and maintenance concerns. Chairman Jeffery Richmond called for a voice vote. Motion carried with none opposed. (See attached Agreement and HRC Letter.

Commissioner David Prince gave the commissioners a brief explanation of what the West TN Regional Utility Authority (WTRUA) is and how it is funded. He explained how this type of infrastructure is important to rural areas.

Motion by Jim Duke and seconded by Chris Richards to join the West TN Regional Utility Authority along with a membership fee of $250,000.00 per year. Chairman Jeffery Richmond called for a voice vote. Motion carried with none opposed.

Motion by Chris Richards and seconded by Wally Eubanks to approve the grant contract between the State of Tennessee Department of Health and Haywood County Government. Chairman Jeffery Richmond called for a voice vote. Motion carried with none opposed. (See attached contract)

Motion by Leonard Jones, Jr. and seconded by James Farrington to approve Resolution #2026-06-01 (To amend the Haywood County Solid Waste Fee Schedule due to increased Landfill disposal costs and to ensure the financial sustainability of Solid Waste operations). Chairman Jeffery Richmond called for a voice vote. Motion carried with none opposed. (See attached resolution).

Motion by Wally Eubanks and seconded by Sheronda Green to accept the letter of resignation for School Board Chairman Allen Currie. Chairman Jeffery Richmond called for a voice vote. Motion carried with none opposed. (See attached resignation letter)

School Board Attorney, Jennifer Craig spoke to the commissioners about the vacant seat. The Board of Education is accepting letters of interest for the vacancy at the Board office and online. At the request of the Mayor, the Board will give a recommendation to the Commission. The County Commission will receive all the letters that meet the residency requirement and make their decision at the July meeting. The County Commissioners can also nominate an individual for this position.

Motion by Sharon Hayes and seconded Jim Duke to approve the amended Private Acts of 1945 relative to the county attorney for Haywood County. Chairman Jeffery Richmond called for a roll call vote. Motion carried with 18 yes, 2 absent. (See attached Private Act).

Motion by Wally Eubanks and seconded by Sharon Hayes to approve the request of Haywood County Attorney Sarah Levy for additional legal counsel for the pending issues with the Industrial Development Board (IDB) not to exceed $30,000.00. Chairman Jeffery Richmond called for a roll call vote. Motion carried with 13 yes, 5 no, 2 absent.

After the Mayor asked that he be substituted in the Resolution #2026-06-01 from June8, 2026 meeting there was a Motion by Leonard Jones, Jr. and seconded by Rhonda Thompson to approve the appointment of Wally Eubanks and Sarah Levy to the Negotiating Team to negotiate the controversies with the IDB. Chairman Jeffery Richmond called for a roll call vote. Motion carried with 17 yes, 1 pass, 2 absent.

Commissioner Prince is given the floor to explain what the process was for IDB appointments when he was serving as Chair of the IDB. He said that in 2022, the IDB had not met much because we did not have a lot of activity. The IDB had internal documentation of who appointed who and what those terms were. So, when it came time for the appointment of Andrea Bond Johnson and Tim Stokely in mid-2022, we would know whose turn it was to make the appointment and myself or Michael Banks would contact the mayor. The mayor would ask if we had a recommendation and the mayor would take that to their board or commission and get it approved. It appears to be clear that Mayor Rawls appointed too many people and Mayor Livingston has two appointments. As former Chair of the IDB, I want to apologize to the Commission, the Mayor, and to Tim and Andrea who have performed admirably.

After Mayor Livingston spoke about the revenue flowing to the IDB and the projected deficits in the County's budget, he asked that Wally Eubanks and Leonard Jones be appointed to the IDB because of their knowledge of county government.

Motion by Sharon Hayes and seconded by Rhonda Thompson to approve the Mayor's choices to appoint Wally Eubanks and Leonard Jones, Jr. to the Industrial Development Board.

Commissioner Jameson stated that he was very concerned that the Mayor was appointing the same people to multiple boards and committees and more commissioners need to be involved. Commissioner Thompson wanted to be clear that the Local Government Committee worked on the PILOT resolution. Commissioner Houghton asked the County Attorney if the Commissioners had the legal authority to appoint two people to the IDB. Attorney Levy responded that based on what she has heard from Commissioner Prince, what she has seen in a newspaper article, and the absence of the Johnson and Stokely appointments appearing in the County's minutes, it appears the Johnson Stokely appointments were made by the City. Mayor Livingston stated that Jones and Eubanks would be filling two vacant seats belonging to the County and that two of Mayor Rawls appointees would resign. Commissioners and IDB members Green and Richmond recalled that IDB Attorney McClaren had left it up to the City and County to work out.
Chairman Jeffery Richmond called for a roll call vote. Motion carried with 14 yes, 4 no, 2 absent.

Motion by Alan O'Quin and seconded by Janice Rogers to approve the payment for April and May time sheets for Haywood County Attorney, Sarah Levy. Chairman Jeffery Richmond called for a voice vote. Motion carried with none opposed.

Motion by Wally Eubanks and seconded by Sharon Hayes to approve the withdrawal of the County's Motion for Leave to Amend to add Tris Pharma as a defendant to the national opioid litigation. Chairman Jeffery Richmond called for a voice vote. Motion carried with none opposed.

County Mayor David Livingston said Item L (Particiaption in Industrial Acquisition) is for the negotiating team. He would like for them to discuss with the IDB about the PILOT money that was used to purchase the Enchom property at the I-40 Advantage park. He thinks the IDB wasn't s to negotiate in good faith. He went on to inform the Commission that a new IDB law requiring mayors be informed about PILOT agreements before they are approved. He thinks the new mayor should bring PILOT agreements to the Commission. He asks the Local Government Committee to work on a resolution to that effect.

The next order of business is the budget amendments.

Motion by Wally Eubanks and seconded by Sheronda Green to approve the Haywood County budget amendments. Chairman Jeffery Richmond called for a roll call vote. Motion carried with 18 yes, 2 absent. (See attached amendments).

Motion by Wally Eubanks and seconded by Sheronda Green to approve the Haywood County Highway Department budget amendments. Chairman Jeffery Richmond called for a roll call vote. Motion carried with 18 yes, 2 absent. (See attached amendment).

Motion by Wally Eubanks and seconded by Sheronda Green to approve the Haywood County Schools General Purpose fund budget amendments. Chairman Jeffery Richmond called for a voice vote. Motion carried with none opposed. (See attached amendments).

Motion by Sheronda Green and seconded by Wally Eubanks to approve the Haywood County Schools Central Cafeteria fund budget amendments. Chairman Jeffery Richmond called for a roll call vote. Motion carried with 18 yes, 2 absent. (See attached amendments).

Motion by Wally Eubanks and seconded by Sheronda Green that the following individuals be appointed a Notary Public for the State of TN.

District I. – None.
District II. – Samaria Harris
District III. – Nathan Harris
District IV. – Susan L. Garland
District V. – Dorothy N. Stanley
District VI. – None.
District VII. – None.
District VIII. – Angela Phillps
District IX. – None.
District X. – Timmie W. Norfolk.

Chairman Jeffery Richmond called for a voice vote. Motion carried with none opposed.

Motion by Alan O'Quin and seconded by Jim Duke that the commission adjourn subject to call. Motion passed.

Jeffery Richmond, Chairman

Sonya Castellaw, County Clerk

A Public Hearing was held at the Allen G. King Justice Complex on the 2026-2027 Budget on June, 30, 2026 at 6:00 PM. There was no comment from the public concerning the budget. The meeting was opened and closed by Chairman Jeffery Richmond.

JUNE CALLED MEETING
HAYWOOD COUNTY COMMISSION
JUNE 30, 2026

The Haywood County Commission met in a called session on Tuesday, June 30, 2026 at 6:00 pm. with Chairman, Jeffery Richmond, presiding. Sonya Castellaw, County Clerk, Sarah H. Levy, County Attorney, was present along with the following County Commissioners: Dell Phillips, Janice Rogers, David Prince, Richard Jameson, Steven King, Sheronda Green, Alan O'Quin, Periann Houghton, Wally Eubanks, Sharon Hayes, Becky Booth, Larry Stanley, James Farrington, Jeffery Richmond, Cecil Giles, Leonard Jones, Jr., Chris Richards, Jim Duke and Rhonda Thompson. Absent: Link Carlton.

Commissioner Alan O'Quin opened the meeting with prayer.

Sheriff Billy Garrett led the Pledge of Allegiance.

Chairman Jeffery Richmond recognized the visitors in attendance.

There were no comments from the public.

Motion by Alan O'Quin and seconded by Jim Duke to close the agenda as presented. Chairman Jeffery Richmond called for a voice vote. Motion carried with none opposed.

Motion by Alan O'Quin and seconded by Wally Eubanks to approve Resolution# 2026-06-01 (Appropriations for the Various Funds, Departments, Institutions, Offices and Agencies of Haywood County, Tennessee, for the year beginning July 1, 2026, and ending June 30, 2027). Chairman Jeffery Richmond called for a roll call vote. Motion carried with 19 yes, 1 absent. (See attached resolution).

Motion by Jim Duke and seconded by Chris Richards to approve Resolution #2026-06-02 (Fixing the Tax Levy in Haywood County, Tennessee for the year beginning July 1, 2026). Chairman Jeffery Richmond called for a roll call vote. Motion carried with 19 yes, 1 absent. (See attached resolution)

Motion by Wally Eubanks and seconded by Sheronda Green to approve Resolution #2026-06-03 (Appropriations to Non Profit organizations of Haywood County, Tennessee for the fiscal year beginning July 1, 2025 and ending June 30, 2027).

Motion by Wally Eubanks and seconded by Sheronda Green to withdraw the motion on the floor.

Motion by Wally Eubanks and seconded by Alan O'Quin to amend the Resolution #2026-06-03(Appropriations to Non Profit organizations of Haywood County, Tennessee for the fiscal year beginning July 1, 2025 and ending June 30, 2027) to remove the appropriation to the Stanton Library in the amount of $20,000.00. Chairman Jeffery Richmond called for a roll call vote. Motion failed with 5 yes, 14 no, 1 absent.

Motion by Sheronda Green and seconded by Cecil Giles to approve Resolution #2026-06-03 (Appropriations to Non Profit organizations of Haywood County, Tennessee for the fiscal year beginning July 1, 2025 and ending June 30, 2027). Chairman Jeffery Richmond called for a roll call vote. Motion carried with 16 yes, 3 no, 1 absent.

Motion by Sheronda Green and seconded by Janice Rogers to approve Resolution #2026-06-04 (2026-2027 Federal Budget Resolution). Chairman Jeffery Richmond called for a roll call vote. Motion carried with 19 yes, 1 absent.

The next order of business is the budget amendments.

Motion by Wally Eubanks and seconded by Larry Stanley to approve the Haywood County General fund budget amendments. Chairman Jeffery Richmond called for a roll call vote. Motion carried with 18 yes, 1 pass, 1 absent. (See attached amendments)

Motion by Wally Eubanks and seconded by Leonard Jones, Jr. to approve the Haywood County General fund 2nd set of budget amendments. Chairman Jeffery Richmond called for a roll call vote. Motion carried with 19 yes, 1 absent. (See attached amendments).

Motion by Wally Eubanks and seconded by Janice Rogers to approve the Haywood County Drug Enforcement fund budget amendments. Chairman Jeffery Richmond called for a roll call vote. Motion carried with 19 yes, 1 absent. (See attached amendments).

Motion by Leonard Jones, Jr. and seconded by Wally Eubanks to approve the Haywood County Debt Service fund budget amendments. Chairman Jeffery Richmond called for a roll call vote. Motion carried with 19 yes, 1 absent. (See attached amendments).

Motion by Sheronda Green and seconded by Chris Richards to approve the Haywood County Capital Project fund budget amendments. Chairman Jeffery Richmond called for a roll call vote. Motion carried with 19 yes, 1 absent. (See attached amendments).

Motion by Wally Eubanks and seconded by Sharon Hayes to approve the Haywood County Community Development Capital Project fund budget amendments. Chairman Jeffery Richmond called for a voice vote. Motion carried with none opposed. (See attached amendments).

Motion by Wally Eubanks and seconded by Sheronda Green to approve the Haywood County Solid Waste Disposal fund budget amendments. Chairman Jeffery Richmond called for a voice vote. Motion carried with none opposed. (See attached amendments).

Motion by Wally Eubanks and seconded by Janice Rogers to approve the Haywood County Civil Defense fund budget amendments. Chairman Jeffery Richmond called for a roll call vote. Motion carried with 19 yes, 1 absent. (See attached amendments).

Motion by Wally Eubanks and seconded by Janice Rogers to approve the Haywood County Board of Education General School Purpose fund budget amendments for June 12, 2026. Chairman Jeffery Richmond called for a roll call vote. Motion carried with 19 yes, 1 absent. (See attached amendments).

Motion by Wally Eubanks and seconded by Sheronda Green to approve the Haywood County Board of Education General School Purpose fund budget amendments for June 29, 2026. Chairman Jeffery Richmond call for a roll call vote. Motion carried with 19 yes, 1 absent. (See attached amendments).

Motion by Wally Eubanks and seconded by Sheronda Green to approve the Haywood County Board of Education Central Cafeteria fund budget amendments. Chairman Jeffery Richmond call for a roll call vote. Motion carried with 19 yes, 1 absent. (See attached amendments).

Motion by Wally Eubanks and seconded by Sheronda Green to approve the Haywood County Board of Education Educational Capital Projects fund budget amendments. Chairman Jeffery Richmond call for a roll call vote. Motion carried with 19 yes, 1 absent. (See attached amendments).

Motion by Wally Eubanks and seconded by Sheronda Green to approve the Haywood County Board of Education 2025-2026 Transfers Approval Request. Chairman Jeffery Richmond call for a roll call vote. Motion carried with 19 yes, 1 absent. (See attached request).

Motion by Larry Stanley and seconded by Becky Booth that the commission adjourn subject to call. Motion passed.

Jeffery Richmond, Chairman

Sonya Castellaw, County Clerk

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Template Name: LGC Summary
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Haywood County Highway
Summary Financial Statement
June 2026

User: Beth Moore
Date/Time: 7/9/2026 11:23 AM

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	494,716.00	(584,881.42)	118.23%	41,226.33	(2,894.76)	7.02%
40115	Discount On Property Tax	(5,203.00)	6,812.45	130.93%	(433.58)	0.00	0.00%
40120	Trustee's Collections - Prior Year	14,000.00	(8,128.05)	58.06%	1,166.67	0.00	0.00%
40125	Trustee's Collections - Bankruptcy	158.00	(48.23)	30.53%	13.17	(0.80)	6.08%
40130	Cir Clk/Clk & Master Collections-Pr Yr	7,500.00	(2,693.28)	35.91%	625.00	(215.09)	34.41%
40140	Interest And Penalty	2,470.00	(1,837.86)	74.41%	205.83	(119.36)	57.99%
40161	Payments In Lieu Of Taxes - T. V. A.	15,726.00	(14,361.94)	91.33%	1,310.50	(1,305.63)	99.63%
40240	Wheel Tax	136,500.00	(142,454.49)	104.36%	11,375.00	(25,738.56)	226.27%
44120	Lease/Rentals/PPP	938.00	(938.00)	100.00%	78.17	0.00	0.00%
44130	Sale Of Materials And Supplies	5,500.00	(24,267.09)	441.22%	458.33	0.00	0.00%
44135	Sale Of Gasoline	240,000.00	(300,715.09)	125.30%	20,000.00	(56,932.64)	284.66%
44170	Miscellaneous Refunds	7,524.00	(14,636.90)	194.54%	627.00	0.00	0.00%
44530	Sale Of Equipment	0.00	(116,235.00)	0.00%	0.00	0.00	0.00%
46420	State Aid Program	476,003.17	(471,389.23)	99.03%	39,666.93	(476,003.17)	1,200.00%
46851	State Revenue Sharing -T.V.A.	30,000.00	(35,275.84)	117.59%	2,500.00	(8,818.96)	352.76%
46920	Gasoline And Motor Fuel Tax	2,269,247.00	(2,540,044.11)	111.93%	189,103.92	(420,311.39)	222.26%
46925	Hybrid/Electric Vehicle Registration	26,549.00	(40,718.82)	153.37%	2,212.42	(7,455.95)	337.00%
46930	Petroleum Special Tax	11,836.00	(11,836.33)	100.00%	986.33	(1,972.72)	200.01%
	Total Revenues	**3,733,464.17**	**(4,303,649.23)**	**115.27%**	**311,122.01**	**(1,001,769.03)**	**321.99%**
Expenditures							
61000	Administration	(325,131.00)	294,391.39	90.55%	(27,094.25)	18,855.40	69.59%
62000	Highway And Bridge Maintenance	(2,502,723.00)	1,669,307.82	66.70%	(208,560.25)	431,847.40	207.06%
63100	Operation And Maintenance Of	(1,098,850.00)	729,763.60	66.41%	(91,570.83)	104,124.74	113.71%
65000	Other Charges	(170,755.00)	152,658.98	89.40%	(14,229.58)	2,991.55	21.02%
66000	Employee Benefits	(429,525.00)	381,835.56	88.90%	(35,793.75)	31,498.39	88.00%
68000	Capital Outlay	(1,295,717.52)	957,836.82	73.92%	(107,976.46)	705,641.60	653.51%
	Total Expenditures	**(5,822,701.52)**	**4,185,794.17**	**71.89%**	**(485,225.13)**	**1,294,959.08**	**266.88%**
Total 131	Highway/Public Works	**(2,089,237.35)**	**(117,855.06)**	**-5.64%**	**(174,103.11)**	**293,190.05**	**168.40%**

Dept Description / Beginning Balance	Adjustments	Receipts	Transfers In	Disbursements	Transfers Out	Commisions	Ending Balance
101 General							
-12,808,135.82	359,392.37	-782,827.50	0.00	1,223,587.67	0.00	5,134.25	-12,002,849.03
122 Drug Control							
-69,486.27	0.00	-125.64	0.00	9,625.00	0.00	1.26	-59,985.65
128 Other Special Revenue							
-3,169.12	0.00	-3.34	0.00	0.00	0.00	0.00	-3,172.46
131 Highway/Public Works							
-5,577,136.37	47,752.43	-273,276.60	0.00	514,876.41	0.00	2,491.55	-5,285,292.58
141 General Purpose School							
-7,748,282.64	481,732.93	-2,572,720.56	0.00	2,226,919.00	0.00	4,481.92	-7,607,869.35
142 School Federal Projects							
-180,565.25	16,321.90	-597,393.93	0.00	436,586.03	0.00	0.00	-325,051.25
143 Central Cafeteria							
-1,030,826.71	20,467.22	-125,140.29	0.00	193,560.10	0.00	0.00	-941,939.68
151 General Debt Service							
-6,695,678.36	-77,350.99	-365,735.49	0.00	0.00	0.00	887.57	-7,137,877.27
171 Capital Projects							
-6,034,354.60	-12,071.95	-2,509,724.55	0.00	2,514,039.31	0.00	0.00	-6,042,111.79
172 Community Development/Industrial Park							
-3,398.76	0.00	-93,129.77	0.00	93,129.77	0.00	0.00	-3,398.76
175 Hud Grant Projects							
-3,503.00	0.00	0.00	0.00	0.00	0.00	0.00	-3,503.00
177 School Educ Capital Projects							
-3,734,641.23	-20,341.86	-4,950,429.61	0.00	5,222,237.24	0.00	0.00	-3,483,175.46
179 Cap Proj/Bldg Improvement							
-931,693.97	0.00	0.00	0.00	27,264.87	0.00	0.00	-904,429.10
189 Other Capital Projects							
-1,474,812.12	0.00	0.00	0.00	0.00	0.00	0.00	-1,474,812.12

207	Solid Waste Disposal							
	-950,550.30	18,231.48	-148,029.46	0.00	212,252.38	0.00	1,377.51	-866,718.39
351	Sales Tax							
	0.00	10,144.34	-215,903.72	0.00	203,600.35	0.00	2,159.03	0.00
357	Joint Ventures/Emergency Mngmt							
	-39,268.70	2,936.48	-32,501.64	0.00	10,040.28	0.00	0.00	-58,793.58
21100	Accounts Payable							
	0.00	0.00	-1,208.17	0.00	1,208.17	0.00	0.00	0.00
28310	Undistributed Taxes							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29900	Fee/Commission Account							
	-40,000.00	0.00	16,737.64	0.00	0.00	0.00	-16,533.09	-39,795.45
	-47,325,503.22	847,214.35	-12,651,412.63	0.00	12,888,926.58	0.00	0.00	-46,240,774.92

SOVRAN BANK GENERAL OBLIGATION

PRINCIPAL DEBT	$8,537,127.00
INTEREST	$878,341.62
TOTAL DEBT	$9,415,468.62
INTEREST EARNED	$1,246,944.97

Summary Of Assets

	Beginning Balance	Ending Balance
11120 Cash On Hand	800.00	800.00
11130 Cash In Bank	18,242,384.66	17,528,239.01
11300 Investments	29,082,003.26	28,711,735.91
11410 Accounts Receivable	315.30	0.00
	47,325,503.22	46,240,774.92

This Report is Submitted In Accordance With Requirements Of Section S-8-505, And/Or 67-5-1902, Tennessee Code Annotated, And to The Best Of My Knowledge And Belief Accurately Reflects Transactions Of This Office For The Period Ended June 2026.

Tammie E. Stagg
(Signature)

7-8-26
(Date)

Trustee
(Title)

David Livingston

Commission

From:	Sheila Stevens <Sheila.Stevens@tn.gov>
Sent:	Sunday, July 12, 2026 9:48 AM
To:	David Livingston
Subject:	34320-25026 EMS Haywood County Government
Attachments:	34320-25026 EMS Haywood County Government.pdf

I will leave a voice message as well as this email. We have not heard anything from you since sending the original email on June 23rd and wanted to make sure this message was received. Please let me know that someone is working to send the signed contract so we can get it moving through the approval process.
If you have any questions, please call me at 615-532-7112.

Thank you,
Sheila Stevens

From: Competitive Health <Competitive.Health@tn.gov>
Sent: Tuesday, June 23, 2026 8:55 AM
To: budgetdirector@brownsvilletn.gov
Cc: Sheila Stevens <Sheila.Stevens@tn.gov>
Subject: RFS 34320-25026 - Signature Requested: Rural Health Transformation Fund Ambulance Grant Contract

Hello,

Attached is the Governmental Grant Contract packet for Haywood County Government under the Rural Health Transformation Fund ambulance initiative.

This contract provides funding for the purchase of one ambulance and lift through the Last Mile Teams Initiative, which supports rural emergency care infrastructure across Tennessee.

Please review the attached packet, obtain the appropriate authorized signature, and return the signed contract as a PDF to:

Sheila Stevens
Sheila.Stevens@tn.gov

I am sending these packets on behalf of the Tennessee Department of Health to help streamline distribution. Sheila Stevens will be the appropriate contact for receiving the signed contract packet.

Thank you for your prompt attention and for your continued partnership with the Tennessee Department of Health.

Best,
Alfredo Ramirez
MPH | Director

Division of Administrative Services/Operations Analysis Office
Andrew Johnson Tower, 6th Floor
710 James Robertson Parkway, Nashville, TN 37243
p. 615-741-9398 c. 615-483-4047
alfredo.ramirez@tn.gov
tn.gov/health

Our Mission - Protect, promote, and improve the health and well-being of all people in Tennessee
Our Vision - Healthy People, Healthy Communities, Healthy Tennessee
Our Values - Trust. Compassion. Service. Excellence.

GOVERNMENTAL GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID
June 1, 2026	October 30, 2027	34320-25026	

Grantee Legal Entity Name	Edison Vendor ID
Haywood County Government	0000000003

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

Service Caption (one line only)

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

Funding —

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

Grantee Selection Process Summary

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

Budget Officer Confirmation	CPO USE - GG
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.	*CPO USE - GG*

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

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

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

Grantee Edison Vendor ID # 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. Service Definitions.

a. CMS means Centers for Medicaid and Medicare Services.

b. HRSA means Health Resources and Services Administration.

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

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

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

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

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

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

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

A.6. Reporting Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

j. Collaboration and Monitoring Grantee shall:

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

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

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

A.7. RHTF Requirements.

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

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

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

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

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

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

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

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

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

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

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

B. TERM OF CONTRACT:

This Grant Contract shall be effective on June 1, 2026 ("Effective Date") and extend for a period of Seventeen (17) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred, Four Hundred and Sixty-One Thousand ($305,461.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 3 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

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

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

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

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

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Health, Division of Health Licensure and Regulation, Office of Emergency Medical Services .
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

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

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
(4) An invoice under this Grant Contract shall be presented to the State within forty-five (45) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than forty-five (45) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State (Attachment 5)

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

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

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

The Grantee:

David Livingston, County Mayor
Haywood County Government
1 North Washington Brownsville, Tennessee 38012-2554
budgetdirector@brownsvilletn.gov
Telephone # (731) 772-1432
FAX #

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate or suspend this Grant Contract upon written notice to the Grantee. The State's right to terminate or suspend this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

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

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

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

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

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment 6 to the Grant Contract.

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

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

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

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

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

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

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

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

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

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

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

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

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

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

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

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

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF,

HAYWOOD COUNTY GOVERNMENT:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

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

ATTACHMENT 1

TN Department of Health

Rural Health Transformation

County Ambulance Program Compliance Packet

Prepared April 2026

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Compliance Memo

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

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

Activities Allowed or Unallowed

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

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

Allowable Costs / Cost Principles

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

Cash Management

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

Eligibility

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

Classification Determination: Beneficiary

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

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

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

Equipment, Real Property Management, and Land

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

Period of Availability of Funds

All costs must be incurred between the contract execution date and October 30, 2027. No reimbursement will be made for costs incurred prior to the effective date of the contract. Failure to submit a reimbursement request by [Date 3] will result in forfeiture of reimbursement for that period, given the program's multi-year competitive structure and annual obligation deadlines.

Procurement, Suspension, and Debarment

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

Program Income

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

Reporting

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

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

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

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

Title VI

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

Fraud, Waste, And Abuse Poster

Throughout any period in which a state agency or community grant agency receives public funds, the entity is required to display a Fraud, Waste, and Abuse notice in a prominent location. The notice must be at least eleven (11) inches by seventeen (17) inches and clearly visible to employees and the public. The notice must state "This agency is a recipient of taxpayer funding. If you observe an agency director or employee engaging in any activity which you consider to be illegal, improper, or wasteful, please call the state comptroller's toll-free hotline: 1-800-232-5454"

Other Monitoring Performed

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

Audit Reviews

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

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Provider Selection Best Practices

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

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

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

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

1. No Private EMS Provider in the County

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

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

2. One Private EMS Provider in the County

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

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

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

3. Multiple Private EMS Providers in the County

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

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

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

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

c. Selection Justification. Prepare a written record documenting:

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

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

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

County Purchase and Reimbursement Checklist

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

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

	County Procurement Authority (Required – Retain on file)
___	County Purchasing Law of 1957 (T.C.A. § 5-14-101 et seq.)
___	County Purchasing Law of 1983 (T.C.A. § 5-14-201 et seq.)
___	County Financial Management System of 1981 (T.C.A. § 5-21-101 et seq.)
___	County ordinance, resolution, private act, charter provision, or purchasing policy attached
	Procurement Method Documentation (Required – Retain on file)
___	Competitive sealed bid (bid advertisement and tabulation attached)
___	Informal quotes (required number per county policy attached)
___	Cooperative or state contract (documentation attached)
___	Sole source or exception (written justification attached, if permitted)
	Cost and Purchase Controls (Required – Retain on file)
___	Purchase complies with county bid thresholds and aggregation rules
___	Purchase was not split to avoid bidding requirements
___	Vendor selection complies with county policy
___	Cost is reasonable and within approved RHTP allocation
	Proof of Expenditure (Required – Retain on file, submit copy to TDH)
___	Vendor invoice (within approved period of performance)
___	Proof of payment (check copy, ACH confirmation, etc.)
___	Purchase order or contract (if required by county policy)
___	Evidence that goods were received (e.g., delivery confirmation, bill of lading, signed receipt)
	County Attestation (Required – Retain on file, submit copy to TDH)
___	The County certifies that all applicable Tennessee county procurement laws and local purchasing policies were followed and that the documentation submitted is true, accurate, and complete.

Implementation Instructions

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

Step 1: Confirm Program Eligibility and County Participation

Before initiating any purchase, the County should:

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

Step 2: Procure the Ambulance

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

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

Step 3: Establish County Ownership and Asset Records

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

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

Step 4: Determine Ambulance Operations

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

As best practice, the County should:

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

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

Step 5: Execute the Use Agreement

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

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

Step 6: Submit Reimbursement Request

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

The reimbursement request must:

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

Step 7: Maintain Compliance File and Audit Readiness

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

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

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

Appendix

Model Use Agreement

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

USE AGREEMENT FOR COUNTY-OWNED AMBULANCE

Agreement Number:

Effective Date:

County:

County Contact and Title:

Provider:

Provider Contact and Title:

Ambulance Info

Year / Make / Model:

VIN:

Acquisition Cost:

Asset Tag / Inventory No.:

Date of Transfer to Provider:

Purpose

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

Ownership and Bailment

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

Conditions of Participation

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

(a) the terms of this Agreement;

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

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

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

Maintenance and Condition

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

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

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

Insurance

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

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

All policies shall:

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

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

Reporting and Records

The Provider shall:

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

County Right of Access and Inspection

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

Term

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

Termination

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

Return of the Ambulance

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

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

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

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

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

Indemnification

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

No Waiver

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

Certification

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

Signatures

	COUNTY	PROVIDER
Signature		
Printed Name		
Title		
Date		

ATTACHMENT 2

Federal Award Identification Worksheet

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

ATTACHMENT 3

GRANT BUDGET				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning June 1, 2026, and ending September 30, 2027.				
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries [2]	0.00	0.00	0.00
	Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award [2]	0.00	0.00	0.00
	Supplies	0.00	0.00	0.00
	Telephone	0.00	0.00	0.00
	Postage & Shipping	0.00	0.00	0.00
	Occupancy	0.00	0.00	0.00
	Equipment Rental & Maintenance	0.00	0.00	0.00
	Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings [2]	0.00	0.00	0.00
	Interest [2]	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals [2]	0.00	0.00	0.00
	Depreciation [2]	0.00	0.00	0.00
	Other Non-Personnel [2]	0.00	0.00	0.00
	Capital Purchase [2]	$305,461.00	0.00	$305,461.00
	Indirect Cost (% and method)	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	$305,461.00	**0.00**	$305,461.00

[1] Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

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

ATTACHMENT 3

GRANT BUDGET LINE-ITEM DETAIL:

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

TN Department of Health

Invoice Reimbursement Form

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

PO # ____________

PO Line # ____________

Receipt # ____________

Agency Invoice # ____________

Edison Contract # ____________

Edison Vendor # ____________

Edison Address Line # ____________

AP Attachment (check if yes) ☐

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

Contract Invoice # ____________

Invoice Date ____________

Service Start Date ____________

Service End Date ____________

Contract Start Date ____________

Contract End Date ____________

Contact Person Name ____________

Phone # ____________

Remit Payment to:

Business Name ____________

Street Address ____________

City ____________

State ____________

ZIP ____________

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

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

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

Speedchart	User Code	Project ID	Amount ($)

Section 4: Authorized Signatures

Contractor/Grantee Authorization

Name: ____________________

Date: ____________________

Signature: ____________________

TDH Program Authorization

Name: ____________________

Date: ____________________

Signature: ____________________

TDH Accounts Authorization

Name: ____________________

Date: ____________________

Signature: ____________________

REPORTING TEMPLATE

Introduction

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

Schedule Headings

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

Column Headings

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

Program Columns

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

Do not send a worksheet that is linked to another file

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

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

Telephone: 615-741-2974

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

PROGRAM EXPENSE REPORT (PER) SCHEDULE A

Purpose/Scope

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

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

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

Instruction for Expenses by Object Line-Items

Line 1 Salaries and Wages

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

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

Line 2 Employee Benefits & Payroll Taxes

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

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

Line 3 Total Personnel Expenses

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

Line 4 Professional Fees

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

References:

2 CFR Part 200.459
Form 990 Part IX line 11

Line 5 Supplies

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

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

Line 6 Telecommunication

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

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

Line 7 Postage and Shipping

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

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

Line 8 Occupancy

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

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

Line 9 Equipment Rental and Maintenance

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

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

Line 10 Printing and Publications

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

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

Line 11 Travel

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

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

F&A Policy 08 Comprehensive State Travel Regulations.

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

Line 12 Conference and Meetings

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

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

Line 13 Interest

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

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

Line 14 Insurance

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

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

Line 15 Grants and Awards

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

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

Line 16 Specific Assistance to Individuals

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

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

Line 17 Depreciation

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

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

Line 18 Other Nonpersonnel Expenses

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

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

a) Advertising:

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

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

b) Information Technology:

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

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

c) Bad Debts:

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

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

d) Contingency Provisions:

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

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

e) Fines and Penalties:

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

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

f) Independent Research and Development:

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

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

g) Organization Costs:

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

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

h) Rearrangement and Alteration:

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

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

i) Recruiting:

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

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

j) Taxes:

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

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

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

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

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

Line 19 Total Nonpersonnel Expenses

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

Line 20 Reimbursable Capital Purchases

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

References:

2 CFR Part 200.439

Form 990 Par X line 10a or Schedule D Part VI

Line 21 Total Direct Program Expenses

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

Reference:

2 CFR Part 200.405 2 CFR Part 200.413

Form 990 Part IX, column B

Line 22 Administrative Expenses

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

References:

2 CFR Part 200.414

Form 990 Part IX, Column C

Line 23 Total Direct Program and Administrative Expenses

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

Line 24 In-Kind Expenses

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

References:

2 CFR Part 200.434

Form 990 Part XI line 6

Line 25 Total Program Expenses

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

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

Purpose/Scope

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

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

Instruction for Expenses by Object Line-Items

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

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

Purpose/Scope

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

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

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

Instruction for Sources of Revenue

• Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds

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

Reference:
Form 990 Part VIII 1e

Line 32 Reimbursable State Program Funds

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

Reference:
Form 990 Part VIII 1e

Line 33 Total Reimbursable Program Funds

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

• Matching Revenue Funds

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

Line 34 Other Federal Funds

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

Reference:
Form 990 Part VIII 1e

Line 35 Other State Funds

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

Reference:
Form 990 Part VIII 1e

Line 36 Other Government Funds

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

Reference:
Form 990 Part VIII 1e

Line 37 Cash Contributions (Nongovernment)

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

References:
Form 990 Part VIII 1f

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

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

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

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

Line 39 Program Income

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

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

Line 40 Other Matching Revenue

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

Line 41 Total Matching Revenue Funds

Add lines 34 through 40.

Line 42 Other Program Funds

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

References:
Form 990 Part VIII 1a through 11e

Line 43 Total Revenue

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

Instruction for Reconciliation Between Total and Reimbursable Expenses

Line 51 Total Program Expenses

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

Line 52 Other Unallowable Expenses

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

Line 53 Excess Administration

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

Line 54 Matching Expenses

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

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

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

Line 56 Total Reimbursement To Date

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

Line 57 Difference (Line 55 minus Line 56)

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

Line 58 Advances

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

Line 59 This Reimbursement (Line 57 minus 58)

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

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

Purpose/Scope

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

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

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

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

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

TOTAL EXPENSE SUMMARY REPORT Schedule C

Purpose/Scope

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

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

Instruction for Expenses by Object Line-Items

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

Instruction for Columns

Total Direct Program Expenses Column

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

Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

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

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

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

Total Administrative Expenses Column

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

Grand Total Column

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

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

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

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

ATTACHMENT 5

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A-Q1-Q4

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

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

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

ATTACHMENT 5

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

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

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

ATTACHMENT 5

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1-Q1-Q4

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

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

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

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

Schedule B

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

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

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

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

Schedule B-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

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

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

ATTACHMENT 5

STATE OF TENNESSEE
TOTAL EXPENSE SUMMARY REPORT

Schedule C

Page # of # Pages: ____________

Contractor/Grantee Name: ____________

Report Period: ____________

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

Attachment 6

Annual (Final) Report*

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

Submit one copy to:

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

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

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

3539 US-79
Brownsville, TN 38012
Phone: 731.734.2011
www.tier1fire.com

06-25-2026

Inspection Agreement - #3887

Customer:	Haywood County Fire Department 3427 TN-222 Stanton TN, 38069	Site:	Haywood County Department 3427 TN-222 Stanton TN, 38069

The Customer has contracted with the Company to inspect systems as more particularly described below:

System(s) Description	Quantity	Test Frequency	Per Inspection
Wet Sprinkler System	1	Annually	$160.00
Fire Extinguishers	Less than 12	Annually	$85.00
Fire Alarm Panel	1	Annually	$500.00
Kitchen Hood Suppression	1	Semi-Annually	$150.00

TOTAL ANNUAL BILLING: $895.00

Monitoring	1	Annually	$600.00

1. Company shall inspect said installation(s) and shall promptly report to Subscriber all needed items of maintenance, repairs, and replacements which in the judgment of the Company may be necessary and reasonable to ensure the highest degree of protection up to, but not including, an Engineering Review for compliance with hydraulic design standards for the building hazard as it may exist.

2. Maintenance or repairs of equipment denoted as deficient during the inspection are not considered part of this agreement and will be repaired or replaced under separate contract. Service work requested will be performed at standard service rates under a separate work order. Customer gives Company specific authorization under this agreement to perform minor repairs and maintenance up to an additional $300.00 (If accepted initial here: ________). For amounts above $300.00, the Company shall either obtain Subscriber's prior authorization to proceed with additional work or shall furnish the Subscriber with an estimated price before the additional work is performed.

3. In connection with any system(s) on Customer's premises as defined above, Company shall:
   a. Fill out applicable Inspection Report, submit reports and any recommendations to Customer after each inspection.
   b. Unless otherwise specified, all inspections will be conducted Monday – Friday between 7:00am – 3:00pm.

c. Customer will be subject to a minimum service charge for any scheduled inspection that is cancelled without a 24-hour notification.

4. Company will send one technician to perform an inspection. Assistance from one of the Customer's staff may be required to perform non-technical duties such as silencing and acknowledging alarms as they are received at the fire alarm panel. For an added charge and at the Customer's request, Company can provide additional technicians. Unless otherwise specified, testing is limited to accessible devices, those where access can be obtained without restriction at the scheduled time of the test and does not exceed heights obtainable with a 6' ladder. If a return trip is required due to access problems, it will be billed at our normal service rates.

5. The responsibility for properly maintaining system(s) shall be that of the Customer (Per NFPA 25, 2017 edition 4.1.1). The owner, manager, or occupant shall promptly correct deficiencies, repair damaged parts, and/or correct impairments found while performing the inspection & testing of the system(s). Corrections and repairs shall be performed by qualified personnel or a qualified contractor.

6. This agreement is limited to inspection, testing and services at the time of the visit only and does not eliminate the customer's responsibility for maintaining the system(s) such as, checking and draining low points, maintaining adequate heat, proper levels of lubricant, etc.

7. Company shall be admitted into all areas of said premises for the purpose of providing these services. Appropriate notice will be given.

8. Payment for the initial inspection is required prior to the inspection being performed. Upon receipt of payment, the account will be established and future inspections and services will be invoiced under standard billing terms rather than COD.

9. The term of this agreement shall be continuous, commencing on the date of this executed agreement until terminated by (30) days written notice by either party to the other.

10. All invoices are Net 30 payment terms and shall bear interest at a rate of 1.5% per month beginning on the 45th day after the invoice date. If the Customer fails to pay the full amount due, Company may, at its option, terminate this contract, and in any event, will not be obligated to perform any additional work until payments past due have been received by Company.

LIMITATION OF LIABILITY

The Company makes no warranties, expressed or implied, including, without limitation, warranties of merchantability and/or fitness for a particular purpose. No promise, not contained herein, or affirmation of fact made by an employee, agent, or representative of the Company shall constitute a warranty by the Company or give rise to any liability or obligation. Company's liability to Customer for personal injury, death, or property damage arising from performance under this contract shall be limited to the contract price. Customer shall hold Company harmless from all third-party claims for personal injury, death, or property damage arising from Customer's failure to maintain these systems or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall the Company be liable for any special, indirect, incidental, consequential, or liquidated, penal or any economic damages of any character, including but not limited to loss of use of the Customer's property, loss of profits or loss of production, whether claimed by the Customer or any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

Ryan Clark **Date**
President

Signature of Customer's Representative **Date**

Printed **Name** and **Title** of Customer's Representative

RELEASE OF DEED OF TRUST

This instrument prepared by:

Haywood County

1 N. Washington, Brownsville, TN 38012

WHEREAS, Cornice Taylor by his/her deed of trust dated 13th day of July, 2006, and recorded in the Register's Office of Haywood County, Tennessee, in Record Book 32, Page 108 conveyed to Franklin Smith Mayor, Haywood County, Tennessee, his successors and assigns, as Trustee, certain property described therein to secure the prompt payment of $65,725.00 certain promissory note(s) fully described in said deed of trust and, whereas, the said note(s) has been paid in full and there is now nothing owing on said certain note(s) nor under the provisions of said trust.

NOW, THEREFORE, in consideration of premises, we hereby declare that we are true and lawful owner and holder of said note(s) secured by said deed of trust and acknowledge full satisfaction thereof and discharge of the lien of said trust to secure the same.

This, the __________ day of ____________________, __________.

____

DAVID M. LIVINGSTON

Mayor, Haywood County

STATE OF TENNESSEE

COUNTY OF HAYWOOD

Personally appeared before me, DAVID M. LIVINGSTON, Haywood County, Mayor, with whom I am personally acquainted, and who acknowledge that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the Mayor of the maker or a constitution of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand and official seal, at office, this ________ day of____________, _____.

____

Notary Public

MY commission expires:________________

David Livingston

From: Sarah Levy
Sent: Monday, July 13, 2026 9:03 AM
To: Sharon Hayes
Cc: David Livingston
Subject: future agenda item

payments

Commissioner Hayes,

We may need a Motion to Request that all future PILOTS granted to Haywood County after being negotiated between the Megasite Board and future lessees of Megasite property (that are not owned 25% or more by FORD or SK) go straight to the Haywood County Trustee. I think this needs to be established formerly in writing and put in the record for the MAWT .

Cc: Mayor Livingston

Sarah Levy
Attorney for Haywood County, TN
(731) 432-0189

yes or No

including the Ford/SK pilot

51710 Development Budget Worksheet

GL Account	Description	Budget Committee	Department Request	2025-2026 Amended Budget	2025-2026 Original Budget	Comments
101- -51710-103- -	Development - Assistant(s)	$ -	$ 45,100.00	$ 45,100.00	$ 45,100.00	
101- -51710-105- -	Development - Supervisor/Director	$ -	$ 61,500.00	$ 61,500.00	$ 61,500.00	
101- -51710-161- -	Development - Secretary(s)	$ -	$ 1,385.80	$ 1,385.80	$ 1,385.80	
101- -51710-186- -	Development - Longevity Pay	$ -	$ 2,520.00	$ 2,100.00	$ 1,930.00	
101- -51710-188- -	Development - Bonus Payments	$ -	$ -	$ 1,092.00	$ 542.00	
101- -51710-188-DAG -	Development - Bonus Payments - 2022 Local Gov Direct Appropriation Grant	$ -	$ -	$ -	$ -	
101- -51710-201- -	Development - Social Security	$ -	$ 8,454.00	$ 8,493.08	$ 8,451.00	
101- -51710-204- -	Development - State Retirement	$ -	$ 11,968.00	$ 12,022.57	$ 11,963.00	
101- -51710-205- -	Development - Employee And Dependent Insurance	$ -	$ 25,326.00	$ 22,219.00	$ 22,219.00	75/25 insurance plan
101- -51710-206- -	Development - Life Insurance	$ -	$ 576.00	$ 350.00	$ 350.00	based on current year expenditures
101- -51710-210- -	Development - Unemployment Compensation	$ -	$ 130.00	$ 63.00	$ 63.00	based on current year expenditures
101- -51710-299- -	Development - Other Fringe Benefits	$ -	$ -	$ -	$ -	
101- -51710-307- -	Development - Communication	$ -	$ 3,624.00	$ 2,933.00	$ 2,933.00	
101- -51710-309- -	Development - Contracts With Government Agencies	$ -	$ 10,500.00	$ 10,500.00	$ 10,500.00	Increase in Southwest TN Development contract and plotter contract
101- -51710-310- -	Development - Contracts With Other Public Agencies	$ -	$ 9,396.00	$ 6,300.00	$ 6,300.00	Plotter contract (Blue City Hub), printer contract (Konica Minolta)
101- -51710-317- -	Development - Data Processing Services	$ -	$ 3,740.00	$ 3,740.00	$ 3,740.00	IT services
101- -51710-320- -	Development - Dues And Memberships	$ -	$ 800.00	$ 800.00	$ 800.00	
101- -51710-322- -	Development - Evaluation and Testing	$ -	$ 1,480.00	$ -	$ -	Testing/certifications for new code enforcer (1yr)
101- -51710-332- -	Development - Legal Notices, Recording And Court Costs	$ -	$ 1,500.00	$ 1,500.00	$ 1,500.00	
101- -51710-338- -	Development - Maintenance And Repair Services-Vehicles	$ -	$ 2,900.00	$ 2,900.00	$ 2,900.00	
101- -51710-348- -	Development - Postal Charges	$ -	$ 600.00	$ 600.00	$ 600.00	
101- -51710-355- -	Development - Travel	$ -	$ 5,000.00	$ 3,000.00	$ 3,000.00	conferences/training and travel for two employees
101- -51710-425- -	Development - Gasoline	$ -	$ 3,500.00	$ 3,500.00	$ 3,500.00	
101- -51710-432- -	Development - Library Books/Media	$ -	$ 3,632.00	$ -	$ -	code books + mobile code enforcement program
101- -51710-435- -	Development - Office Supplies	$ -	$ 1,500.00	$ 1,500.00	$ 1,500.00	
101- -51710-511- -	Development - Vehicle And Equipment Insurance	$ -	$ 700.00	$ 700.00	$ 700.00	
101- -51710-513- -	Development - Workman's Compensation Insurance	$ -	$ 1,200.00	$ 1,200.00	$ 1,200.00	
101- -51710-514- -	Development - Depreciation	$ -	$ -	$ -	$ -	
101- -51710-599- -	Development - Other Charges	$ -	$ 650.00	$ 1,628.05	$ 650.00	
101- -51710-709- -	Development - Data Processing Equipment	$ -	$ 13,000.00	$ 4,300.00	$ 4,300.00	Nexgen software, MyGov software + training on new software
101- -51710-718- -	Development - Motor Vehicles	$ -	$ -	$ 49,000.00	$ 49,000.00	
	Total	$ -	$ 220,681.80	$ 248,426.50	$ 246,626.80	
	Department Request	$ 220,681.80				
	Current Year Original Budget	$ 246,626.80				
	Increase/(Decrease)	$ (25,945.00)				

MyGov software ←

removed 1000.00 for CC,
till we get everything
in order.

MGO Connect *LIVE* NATIONALS

AI-Powered. Admin-Driven.

Join us for a hands-on training event bringing MGO **users from across the country** together.

What You'll Learn & Take Back

AI in Practice

- How MGO's newest AI-powered tools help customers submit better online requests
- How AI supports reviewers and administrators with smarter workflows, guidance, and consistency
- A hands-on look at next-generation digital plan review, including new in-browser PDF tools and reviewer collaboration

Admin Mastery

- Practical admin techniques to improve configurations, permissions, and workflows using AI-assisted tools
- How to standardize processes across departments while staying flexible to local policy
- Hands-on, admin-focused breakout sessions to fine-tune your system alongside MGO experts

New User On-Ramp (Top-to-Bottom Training)

- A complete, structured walkthrough of the MGO platform — from customer intake to final project resolution
- Clear explanations of workflows across all job roles and all departments
- Best practices for daily use so new users build confidence quickly and avoid common pitfalls

Real-World Application & Community

- Live "Putting It All Together" project walkthroughs showing how features work across departments and roles
- Peer-led breakout sessions to learn what's working in other cities and counties
- Special breakout sessions featuring insights from industry experts

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9, 10, & 11

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DOUBLETREE BY HILTON HOTEL NEW ORLEANS
300 CANAL ST, NEW ORLEANS, LA 70130

INTERLOCAL AGREEMENT FOR LICENSING MYGOVERNMENTONLINE (MGO) SOFTWARE

SECTION 1. PARTIES AND PURPOSE

1.1 Haywood County ("Licensee" or "County"), located at 1 N Washington Ave, Brownsville, TN 38012.

1.2 The South Central Planning and Development Commission ("Licensor" or "SCPDC") is a regional planning commission and political subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under State Act 472. The statute allows its member governmental entities to collaborate through SCPDC to provide long-range planning, act as a liaison with state and federal entities, provide guidance on current issues affecting government, and offer services to businesses and citizens.

1.3 SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline (MGO) software (the "SCPDC Software"). This contract is entered into between the Licensee and SCPDC under Chapter 791 of the Government Code to license the Licensee to use the SCPDC Software under certain terms and conditions.

This INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between SCPDC and the Licensee and describes the terms and conditions under which SCPDC shall license to the Licensee the use of, and provide support for, certain Software (as defined below). In consideration of the mutual promises and the terms and conditions set forth below, the parties agree as follows:

SECTION 2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means this Agreement, including all its terms and schedules, any addenda signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code, machine-readable copies of the Software, source code related to the Software, and any other proprietary information supplied to the Licensee by SCPDC or by the Licensee to SCPDC, and clearly marked as "Confidential Information," including all items defined as "Confidential Information" in any other agreement between the Licensee and SCPDC, whether executed before or after the date of this Agreement.

2.2 "DOCUMENTATION" means any online help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC that describe the use of the Software, either accompanying the Software or provided to the Licensee at any time.

2.3 "EFFECTIVE DATE" means the later of the dates on which the Licensee and SCPDC have signed this Agreement.

2.4 "UPDATES" refers to changes, improvements, or enhancements made to the SCPDC Software. Updates may include the addition of new features, improvements to existing functionality, bug fixes, or other modifications aimed at improving performance, usability, or security. Major Updates introduce significant new features or functionalities that enhance the overall capabilities of the software. Minor Updates include incremental changes, performance optimizations, routine maintenance, and minor feature enhancements. SCPDC retains sole discretion in determining the timing, content, and classification of Updates as Major or Minor. Unless otherwise stated, all Updates are deployed seamlessly to the system as part of the continuous improvement of the SCPDC Software.

2.5 "SOFTWARE" means the computer software programs specified in "Fee Schedule" and otherwise provided for Licensee use under this Agreement.

2.6 "USE" means the loading, utilization, storage, or display of the Software by the Licensee for its internal information processing and by end-users accessing the Licensee's website via the Internet.

2.7 "PERMIT" means any type of permit, including, but not limited to, new construction permits, building permits, structure renovation permits, mechanical permits, plumbing permits, gas permits, electrical permits, and sign permits. Multiple permits listed under one number will not be considered a single permit for calculating funds owed to MGO under this Agreement if applicable.

2.8 "LICENSE FEE(S)" means all payments due under this Agreement, including the permit volume package amount, custom quotes and payments for elected add-on modules as detailed in the fee schedule

2.9 "RESPONSE CENTER AND CONTACT PROCEDURE" refers to SCPDC's designated support center located at 5058 West Main Street, Houma, LA 70360, with hours of operation from 8:00 a.m. to 4:30 p.m. Licensee can contact the support team via telephone at 1-866-957-3764 or email at support@mygovernmentonline.org. The primary contact for inquiries or notices is Ryan Hutchinson, Chief Technology Officer (CTO).

2.10 "OPERATIONAL ACCEPTANCE (informally referred to as "live"): The point at which a billable software subscription, or any part thereof, is actively used by the jurisdiction to process real data in support of its operations. It is achieved when the software is utilized for real-world activities. Operational Acceptance may also be determined by (ii) the date the Licensor is notified in writing by MGO that the module's configuration is complete and ready for use, provided the Licensor does not object to its use within 30 days of notification.

2.11 BILLING START DATE: The date on which billing for a software subscription, as outlined in the "Fee Schedule," begins. Billing commences upon achieving "Operational Acceptance". If the Billing Start Date falls in the middle of a month, charges for that month will be prorated accordingly. Each Software Subscription may have a separate billing start date, depending on when the software subscription achieves Operational Acceptance.

2.12 SOFTWARE SUBSCRIPTION: A Software Subscription refers to a specific project type or module provided under this agreement, as identified in the fee schedule. Each subscription can be uniquely configured with distinct options and assigned to individual users.

SECTION 3. LICENSE, DELIVERABLES, AND COPIES

3.1 LICENSE GRANT

(a) (amended) Subject to the terms of this Agreement, MGO grants the Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use MGO's Software, accessible via the Internet, on one or more servers controlled by or on behalf of the Licensee, solely for the purpose of utilizing MGO's products. This includes internal use of the Software for providing services to customers, allowing access to the portal for permit research and requests. The license excludes sublicensing, uploading, transferring, or providing direct access to the Software to any third party without prior written consent, including access on a standalone basis. Documentation use is included in connection with this license. **Licensee acknowledges that MGO retains all intellectual property rights in and to the Software, including any enhancements, modifications, and derivative works. The Licensee has no ownership rights in the Software, its source code, or any related intellectual property rights.**

(b) OWNERSHIP: MGO retains all ownership rights, titles, and interests in the Software and reserves all rights not expressly granted. This license does not transfer intellectual property rights or title to the Software, Documentation, or related copyrights, patents, or trademarks. The Licensee may not:

(i) Transfer or sublicense any copies of the Software to third parties.

(ii) Modify, decompile, reverse-engineer, or access the source code of the Software.

(iii) Copy the Software beyond necessary backups or disaster recovery purposes.

(iv) Develop interface products or add-on modules for the Software without MGO's express written permission.

3.2 DELIVERABLES: MGO will provide a web address where the Licensee can access a unique "jurisdiction login" with individual usernames and passwords for authorized users.

3.3 COPIES: Copies of Documentation must retain all proprietary markings, titles, and notices, including copyright and trademark symbols.

SECTION 4. LICENSE RESTRICTIONS

4.1 LICENSEE LIMITATIONS: The Licensee agrees not to:

(a) Sell, lease, license, or sublicense the Software or Documentation.

(b) Decompile, disassemble, or reverse-engineer the Software.

(c) Develop derivative or competitive software based on the Software or Confidential Information.

(d) Use the Software on a service bureau basis.

(e) Provide unauthorized third-party access to the Software without prior consent from MGO.

SECTION 5. LICENSE FEE

5.1 LICENSE FEE: The Licensee will pay fees calculated based on Software use. Transactions housed outside the system to avoid fee obligations are prohibited.

5.2 TAXES: Both parties are tax-exempt, and no taxes are expected. Each party remains individually responsible for any applicable taxes on their employees or property.

5.3 NO OFFSET: The Licensee cannot withhold or offset payments owed under this Agreement against other amounts.

SECTION 6. MAINTENANCE AND SUPPORT

6.1 OBLIGATION: The Licensee must remain current on fee payments to receive Maintenance and Support. Failure to pay fees is a material breach and may lead to termination of support rights under this Agreement and deactivation of Licensee user accounts.

6.2 SERVICE LEVEL AGREEMENT (SLA) OF MAINTENANCE AND SUPPORT: Maintenance and Support shall be provided based on the severity of the issue reported. For Tier 1 (Low Priority, Non-Critical Issues), SCPDC will respond within one (1) business day, document the issue, and evaluate it for potential inclusion in a future product update. For Tier 2 (Medium Priority, Minor Service Interruptions or Workarounds Required), SCPDC will respond within six (6) hours during standard business hours and provide a patch or workaround within five (5) business days, with the issue resolved or documented in a future product update. For Tier 3 (High Priority, Critical System Failures or Major Service Interruptions), SCPDC will respond within three (3) hours during standard business hours and provide a patch or workaround by the next business day, with a full resolution or documentation included in a future product update. SCPDC will make reasonable efforts to adhere to these response times but reserves the right to prioritize issues to ensure overall system stability and alignment with the development roadmap.

SECTION 7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 WARRANTY: MGO warrants that the Software will perform as documented under normal use during the contract term. In cases of non-conformance, MGO will repair or replace the Software. This warranty applies only if:

(a) The Software is used properly according to instructions.

(b) No unauthorized modifications have been made.

(c) No deviations from Documentation were requested by the Licensee.

Pre-production versions are provided "as-is."

7.2 DISCLAIMER: MGO disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement. MGO is not responsible for Software issues arising from non-MGO alterations.

7.3 LIMITATION OF LIABILITY: MGO's liability will not exceed the License Fee paid. MGO is not liable for lost profits, business interruptions, or other indirect damages.

7.4 ALLOCATION OF RISK: The terms reflect the allocation of risk and the limitations of liability.

7.5 CLAIMS: Claims must be brought within one year of the cause of action. A cause of action is deemed to occur when the party knew or reasonably should have known of the breach of warranty.

SECTION 8: FORCE MAJEURE

8.1 FORCE MAJEURE: Neither party shall be liable for failure to perform its obligations under this Agreement (except for payment obligations) if such failure is due to any cause beyond the reasonable control of the affected party, including, but not limited to, acts of God, war, terrorism, strikes, civil disturbance, governmental regulations, fire, flood, natural disaster, or failure of third-party service providers or other technology failures. The party affected by a Force Majeure event shall notify the other party promptly and use commercially reasonable efforts to mitigate the impact of the Force Majeure event. If the Force Majeure event persists for more than 30 days, either party may terminate this Agreement by providing written notice to the other party.

SECTION 9: OWNERSHIP OF INTELLECTUAL PROPERTY

9.1 OWNERSHIP OF INTELLECTUAL PROPERTY: MGO retains all right, title, and interest in and to the Software, Documentation, and any other materials related to the Software, including any intellectual property rights, patents, copyrights, trademarks, and trade secrets associated with the Software. Nothing in this Agreement shall be construed as transferring any intellectual property rights to the Licensee. The Licensee agrees not to challenge, dispute, or interfere with MGO's ownership rights in the Software, Documentation, or any related intellectual property.

9.2 NO TRANSFER OF INTELLECTUAL PROPERTY: The Licensee acknowledges that this Agreement grants only a limited license to use the Software as specified in Section 3.1, and no other rights or licenses in or to any intellectual property of MGO are granted. Any modifications, customizations, or derivative works made by the Licensee or on its behalf shall be the exclusive property of MGO, and the Licensee agrees to assign any rights it may have in such works to MGO without further compensation.

SECTION 10: LICENSEE DATA

10.1 OWNERSHIP OF DATA: SCPDC agrees that all data created by Licensee in the Software system belongs solely to the Licensee and shall be subject to the terms and conditions set forth in this Agreement regarding Licensee Data.

To the extent permitted by law, in the event of the termination or nonrenewal of this Agreement, SCPDC warrants that Licensee's data and any information stored by SCPDC as a result of the Licensee's use of the SCPDC Software will be returned to the Licensee in a commercially reasonable format.

SECTION 11: PROJECT ABANDONMENT

11.1 ABANDONMENT OF DEVELOPMENT AND SUPPORT: Should SCPDC abandon development and support of the MyGovernmentOnline (MGO) system, SCPDC agrees to license the last stable source code release of the Software to the Licensee under an open-source license agreement. The specific open-source license agreement, such as GNU or another comparable license, will be selected by SCPDC at the time of abandonment.

SECTION 12. WAIVER

No waiver of any provision of this Agreement or of a party's rights or remedies under this Agreement will be effective unless in writing. A party's failure, neglect, or delay in enforcing any provision, right, or remedy under this Agreement will not be deemed a waiver of those rights or remedies. Such inaction will not affect the validity or enforceability of any provision of this Agreement or prejudice the party's right to take future action. Except as expressly stated in this Agreement, the exercise or enforcement of any right or remedy under this Agreement will not preclude the enforcement of any other right or remedy available by law or under this Agreement.

SECTION 13. SEVERABILITY

If any term, condition, or provision of this Agreement is found to be invalid, unlawful, or unenforceable, the parties will work in good faith to amend the Agreement to reflect its original intent as closely as possible. If no agreement can be reached, the invalid term, condition, or provision will be severed, and the remaining terms, conditions, and provisions will remain valid and enforceable to the fullest extent permitted by law.

SECTION 14. TERM AND TERMINATION

SCPDC will provide the Licensee with a valid license to use the Software, along with Maintenance and Support, beginning on the Effective Date for an initial term of two (2) years. After the initial term, the license, Maintenance, and Support will automatically renew for successive one (1)-year terms unless the Licensee provides SCPDC with written notice of non-renewal at least ninety (90) days before the expiration of the current term. In consideration of the no upfront cost for the license, configuration, and implementation, the Licensee agrees to pay all monthly fees for the entire initial term before cancellation of the agreement is permitted.

SECTION 15. STANDARD TERMS OF LICENSEE

Any terms, provisions, or conditions set forth in a purchase order, acknowledgment, or other business form issued by the Licensee in connection with the acquisition or licensing of the Software will have no effect on the parties' rights, duties, or obligations under this Agreement. Such terms will not modify this Agreement, regardless of SCPDC's failure to object to them.

SECTION 16. AMENDMENTS TO THIS AGREEMENT

This Agreement may only be amended by a written document signed by both parties.

SECTION 17: FEE SCHEDULE

17.1 EXPENSES. The License Fee and service fees do not include Reimbursable Expenses. SCPDC will invoice the Licensee for any identified Reimbursable Expenses, which the Licensee agrees to reimburse promptly. Reimbursable Expenses are defined as costs incurred directly in connection with Authorized On-Site Visits and other services performed under this Agreement, specifically related to travel and transportation, unless otherwise agreed upon in writing. Reimbursement for lodging, mileage, and meals will be based on the Federal GSA per diem rates published on GSA.gov. Travel expenses, including car rentals and airline tickets, will be reimbursed at actual cost. A 10% administrative fee will be applied to the total of all reimbursable expenses.

The Licensee may also elect to pay a flat rate of $3,000 per trainer per trip, not to exceed five (5) business days. Reimbursable Expenses will be invoiced as soon as practical, and the Licensee is expected to provide payment within 30 days of the invoice date.

17.2 AUTHORIZED ON-SITE VISIT. An "Authorized On-Site Visit" refers to any visit by SCPDC's support staff or trainers to the Licensee's facilities to provide training or other services mutually agreed upon by both parties. Site visits will only be scheduled and conducted after receiving explicit authorization from the jurisdiction. The scope and timing of any on-site visit will be agreed upon in advance.

17.3 LICENSE FEES. The License Fee is billed monthly unless the jurisdiction requests a different payment schedule, which must be mutually agreed upon by the Licensor.

17.4 DOWN PAYMENT. Licensee shall pay Licensor the sum equal to Twenty-Five (25%) Percent of the annual Service Fee corresponding to the Permit Volume Package rate chosen by Licensee. SCPDC shall invoice Licensee upon the signing of the parties to this agreement.

The License Fee is described in this section. If the License Fee is left blank, it is considered unintentional, and the contract shall not be valid, even if signed. License Fees must be specified for any provisions of this Agreement to be valid.

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

ANNUAL RATE	MONTHLY FEE SCHEDULE SOFTWARE SUBSCRIPTION							
Permit Volume	Permits	Planning & Zoning	Code Enforcement	Addressing / GIS Integration	Business licensing	Fire Inspections	Health	Renewal/ STR
1 - 500	$300.00	$200.00	$100.00	$230.00	$150.00	$200.00	$200.00	$225.00
500 - 750	$425.00	$225.00	$150.00	$230.00	$150.00	$225.00	$225.00	$250.00
751 - 1000	$650.00	$375.00	$200.00	$230.00	$200.00	$250.00	$250.00	$325.00
1001 - 1250	$1,000.00	$525.00	$250.00	$230.00	$225.00	$275.00	$275.00	$350.00
1251 - 1500	$1,150.00	$600.00	$300.00	$230.00	$250.00	$300.00	$300.00	$425.00
1501 - 1750	$1,300.00	$675.00	$350.00	$230.00	$275.00	$350.00	$350.00	$450.00
1751 - 2000	$1,450.00	$750.00	$400.00	$230.00	$300.00	$400.00	$400.00	$525.00
2000 – 2500	$1,650.00	$875.00	$450.00	$230.00	$325.00	$450.00	$450.00	$550.00
2500 - 3000	$1,750.00	$975.00	$500.00	$230.00	$350.00	$500.00	$500.00	$625.00
3001 - 3500	$1,850.00	$1,175.00	$550.00	$230.00	$375.00	$550.00	$550.00	$675.00
3501 - 4000	$2,000.00	$1,275.00	$600.00	$230.00	$400.00	$600.00	$600.00	$725.00

ANNUAL PERMIT VOLUME OVER 4,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the 1 -500 **Permit Volume** package. Billing for each software subscription will follow a levelized billing system, commencing upon the achievement of "Operational Acceptance." Different software subscriptions may have separate "Billing Start Dates" based on when they individually achieve "Operational Acceptance." The monthly fee for each subscription will correspond to the Permit Volume package row in the pricing table. Volumes for subscriptions unrelated to permitting will not impact the row used; only the Permit Volume determines the applicable row. If, at any point during a calendar year, the total number of permits exceeds the agreed Permit Volume package by 20%, the Licensee will automatically be upgraded to the higher monthly rate associated with the new Permit Volume. However, if the jurisdiction exceeds its current package by up to 20%, the higher package will not be applied until the start of the jurisdiction's next budget year.

Permitting Module: $300

Code Enforcement Module: $100

Total Annual Subscription: $4,800

25% deposit: $1,200

Software Subscriptions Provided Under a Custom Quote: n/a

Additional Subscriptions Available (Not Included in This Agreement): Comprehensive ERP Functionality, Virtual Inspections, Public Works, Fleet Maintenance, Asset Management, GPS Tracking, and Grant Management.17.5 SERVICE FEES. Custom services outside the scope of this Agreement, as mutually agreed upon by the Licensee and Licensor, will be executed through a written scope of services at an hourly rate of $100. For payment provider integrations or changes, a one-time fee of $100 applies for integrations with previously supported payment providers. A one-time fee of $500 applies for integrations with new, unsupported payment providers.

Data import services will be provided at no additional cost if the agreed-upon work does not exceed 30 hours. If the data import requires more than 30 hours, the Licensee will be notified, and SCPDC will provide a detailed quote outlining the scope of work and estimated hours. Work exceeding the initial 30 hours will only proceed after the Licensee provides written approval of the quote. There is no additional charge for ongoing setup and configuration of the software unless otherwise specified in writing.

17.6 OTHER TERMS. SCPDC will invoice the Licensee at the beginning of each month. All invoices are due within 30 days of the invoice date. Payments will be processed in accordance with the Licensee's standard payment procedures. In the event of non-payment, SCPDC reserves the right to suspend services until outstanding balances are paid in full. Any disputes over invoices must be raised within 15 days of the invoice date, otherwise, the amounts will be considered final and payable. Licensing fees will commence accruing on the billing start date. Monthly fees are subject to an annual adjustment of up to 3%. This adjustment will take effect at the beginning of each calendar year, provided the Jurisdiction is notified in writing at least 30 days in advance.

SIGNATURES

LICENSOR: South Central Planning & Development Commission (SCPDC)

______________________________ Date: ____________

Kevin Belanger, CEO

LICENSEE:

______________________________ Date: ____________

Name, Title (please complete)

David Livingston

From:	Jackson, Jeremy <jeremy.jackson1@dot.gov>
Sent:	Thursday, July 2, 2026 3:07 PM
To:	Jackson, Jeremy (FHWA)
Subject:	Funding Opportunity: FHWA ATTAIN Competitive Grant Program
Attachments:	FY25-FY26 ATTAIN NOFO..pdf; FY25-FY26_ATTAIN_NOFO_App_Template.docx

Hey Tennessee Partners and Stakeholders,

As we approach the holiday weekend, the Federal Highway Administration (FHWA) Tennessee Division would like to send a courtesy reminder regarding a Notice of Funding Opportunity (NOFO) published recently by the U.S. Department of Transportation. Specifically, highlighting the Advanced Transportation Technology and Innovation (ATTAIN) Competitive Grant Program. Copies of the official NOFO PDF and the Application Template are attached for your convenience.

If your organization is not eligible for this opportunity, or if you do not plan to apply during this cycle, please consider sharing this information with fellow stakeholders and regional partners who may benefit. For specific questions regarding project eligibility, application templates, or federal guidelines, please reach out directly to the ATTAIN program contact email listed below.

ATTAIN Competitive Grant Program

- **Purpose:** Funds the deployment, installation, and operation of advanced transportation technologies to improve safety, mobility, efficiency, system performance, intermodal connectivity, and infrastructure return on investment.
- **Application Deadline:** July 27, 2026, at 11:59:59 PM ET
- **Total Funding Available:** Up to $120 million.
- **Award Limits:** Maximum award of $12 million per recipient per fiscal year.
- **Cost Share:** Minimum 20% non-Federal match required.
- **Program Contact:** ATTAIN@dot.gov
- **Apply Here:** Grants.gov ("Apply" button is top right of the screen)

Submission & Additional Opportunities Note
Please note that all final applications must be submitted electronically. The ATTAIN application package, along with a wide variety of other federal funding opportunities, can be found and applied for directly through Grants.gov or Simpler.grants.gov.

SAM.gov
If you plan to apply, please ensure the following items are completed well ahead of the deadline to avoid common submission errors:

- Your organization's SAM.gov registration is fully active.

- Your entity has explicitly selected *"Yes"* and completed the *"Financial Assistance Representations and Certifications"* section within your SAM.gov profile.

Notice: This communication is distributed to internal and external partners and stakeholders within Tennessee.

Contact Updates: If you prefer this email blast be sent to another staff member in your organization, please provide their information. If you are no longer with the organization, please let us know by replying to this email.
Opt-Out: If you no longer wish to receive these courtesy emails, please respond stating that you or your organization wish to be removed from the distribution list.

The FHWA Tennessee Division wishes you success with your applications! Have a safe and happy Fourth of July!

Best,

Jeremy T. Jackson, PMP
Grants & LPA Program Coordinator
Tennessee Division Office / DFS South
Federal Highway Administration
US Department of Transportation
jeremy.jackson1@dot.gov

Fiscal Years 2025 and 2026 Advanced Transportation Technology and Innovation Competitive Grant Program
Application Template

This is the Application Template for Fiscal Years (FYs) 2025 and 2026 Advanced Transportation Technology and Innovation (ATTAIN) Competitive Grant Program.

Submission of this Application Template is required as part of a complete application package. The Application Template, in conjunction with the allowable attachments and standard forms, must provide all information necessary for the U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA) to determine if the project meets the eligibility requirements described in the Notice of Funding Opportunity (NOFO) Section B and to evaluate the criteria specified in NOFO Section F. DOT will consider applications submitted without the completed template as incomplete and will not review the submission. DOT encourages applicants to review the NOFO in its entirety to ensure that their project is eligible and the application includes all required information and documentation.

Expand the response blocks as necessary but limit the Summary section of the application to a total of two pages. [***Applicants:*** *delete instructions shown below in italic prior to submittal]*

I. SUMMARY

Project Name:	
Eligible Entity Applying to Receive Federal Funding:	
Eligible applicant type:	*[**Instruction**: State which type of eligible applicant is applying from the following list: State or local government, a transit agency, metropolitan planning organization, or other political subdivision of a State or local government or a multijurisdictional group or a consortia of research institutions or academic institutions.]*
Total Project Cost: (*from all sources*)	$
ATTAIN Competitive Grant Program funding request:	$
State(s) in which the project is located:	
Lead Applicant Point of Contact information *(name address, phone numbers, email)*:	
Project Abstract: *Summarize project work to be completed under the project and succinctly describe how the ATTAIN Competitive Grant Program funds would be used to complete the project.*	
Attachments: *Please list any attachments to this form, including letters*	

of support. This included any applicable State Department of Transportation support letters as described in Section B.4 of the NOFO.	

II. Project Information

Expand the response blocks as necessary but limit the Project Information section of the application to a total of three pages. [***Applicants:*** ***delete instructions shown below in italic prior to submittal]***

1	**Project Name:**	
2	**Location of facility and project area:**	*[Instructions: Provide State and county, name of the city, town, or jurisdiction.]*
3	**Urban or rural:**	*[Instructions: Identify if the project serves urban[1] or rural areas.]*
4	**Lead Applicant Point(s) of Contact:**	*[Instructions: Name and contact information for the applicant or Lead Applicant where multiple entities are part of a multijurisdictional group as defined in Section A]*
5	**System performance improvement objectives:**	The project must include quantifiable system performance improvement objectives such as reducing traffic-related crashes, congestion, and costs; optimizing system efficiency improving access to transportation services; and facilitating payment for transportation services. FHWA will review the objectives as part of the merit criteria and readiness review. See Section F of the NOFO for more details. Are the objectives attached? ☐ Yes ☐ No
6	**Safety, mobility, and environmental benefit projections:**	The project must include quantifiable safety, mobility, and environmental benefit projections such as data-driven estimates of how the project will improve the region's transportation system efficiency and reduce traffic congestion. FHWA will review this information as part of the merit criteria and readiness review. See Section F of the NOFO for more details.

[1] From 23 United States Code (U.S.C.) 101, the term "urban area" means an urbanized area or, in the case of an urbanized area encompassing more than one State, that part of the urbanized area in each such State, or urban place as designated by the Bureau of the Census having a population of 5,000 or more and not within any urbanized area, within boundaries to be fixed by responsible State and local officials in cooperation with each other, subject to approval by the Secretary. Such boundaries shall encompass, at a minimum, the entire urban place designated by the Bureau of the Census, except in the case of cities in the State of Maine and in the State of New Hampshire. Rural areas mean all areas of a State not included in urban areas.

		Are the projections attached? ☐ Yes ☐ No
7	**Long-term operation and maintenance plan:**	The applicant must attach a plan to deploy and provide for the long-term operation and maintenance of advanced transportation and congestion management technologies. See Section B of the NOFO for more details. FHWA will review the plan as part of the merit criteria and readiness review. Is this plan attached? ☐ Yes ☐ No
8	**Partnering Plan:**	The applicant must include a plan for partnering with the private sector or public agencies, including multimodal and multijurisdictional entities, research institutions, organizations representing transportation and technology leaders, or other transportation stakeholders. See Section B of the NOFO for more details. FHWA will review the plan as part of the merit criteria and readiness review. Is this plan attached? ☐ Yes ☐ No
9	**Technology Leveraging Plan:**	The project includes a plan to leverage and optimize existing local and regional advanced transportation technology investments. See Section B of the NOFO for more details. FHWA will review the plan as part of the merit criteria and readiness review. Is this plan attached? ☐ Yes ☐ No
10	**Buy America:**	If an applicant is proposing to deploy automated vehicles or other innovative motor vehicle technology, describe how all vehicles will comply with applicable Buy America requirements, 23 U.S.C. 313 and 23 Code of Federal Regulations 635.410: ☐ No description is provided because Buy America will not apply to the project.

11	**Project Background:**	*[Instructions: Provide a concise overview of the project scope. Also note any key project planning and design activities that have occurred, and a description of any previously incurred costs. If this application includes multiple entities as part of a multijurisdictional group, briefly describe roles and responsibilities for each entity.]*

III. Budget and Funding

1	**Program Request Amount:**	Exact ATTAIN Competitive Grant Program request amount in year-of-expenditure dollars: $__________
2	**Other Federal Funding:**	Estimated total of other Federal funding, excluding ATTAIN Competitive Grant Program requested funding, in year-of-expenditure dollars: $________ Other Federal programs and estimated amounts: (*add lines as needed*) Program: ______________ Amount: $__________
3	**Future Project Cost:**	Provide the sum of ATTAIN Competitive Grant Program request, other Federal funds, and non-Federal funds as an estimate in year-of-expenditure dollars: $__________
4	**Previously incurred project costs:**	*[Instruction: If costs have already been incurred for the project, such as planning or design costs, provide the total here]* Amount: $__________
5	**Total Project Cost:**	Estimate in year-of-expenditure dollars (sum of previously incurred project costs' and 'future project cost): $__________
6	**Statement of Work (SOW):**	[*Instruction: Include a detailed SOW for the project in sufficient detail to demonstrate the project budget is reasonable. In addition, include a project schedule demonstrating project delivery milestones through project close-out. As an option, the detailed SOW and schedule can be attached, in which case note such in this block and provide the file name.*] ☐ A detailed SOW and schedule is attached separately. The file is named:

7	**Grant Funds, Sources and Uses of Project Funds (Detailed Budget):**	*[**Instruction**: Include a detailed budget or attach separately. This budget must list the amount and percent of both the Federal funding requested and any additional non-Federal funds, if any, that will be used to pay for the project. Additional lines can be added. This list can be modified as needed]* Activity: Cost: Activity: Cost: Activity: Cost: Activity: Cost: ☐ A detailed budget is attached separately. The file is named:

IV. Merit Criteria

In the space below, describe how the project will meet the merit criteria and the associated objectives as found in Section F of the FYs 2025 and 2026 ATTAIN Competitive Grant Program NOFO. Where appropriate, reference attachments or other sections of the application. Expand the response blocks as needed but limit the length of the merit criteria section of the application to six total pages in length.

Criterion #1: Addressing Core Infrastructure
Criterion #2: Economic Competitiveness
Criterion #3: Reducing Roadway Traffic Congestion

Criterion #4: Innovation

V. Project Readiness

In the space below, describe how the project will meet the Readiness Considerations and the associated elements as found in Section F of the FYs 2025 and 2026 ATTAIN Competitive Grant Program NOFO. Where appropriate, reference attachments or other sections of the application. Expand the response blocks as needed but limit the length of the project readiness section of the application to four total pages in length.

Readiness: Technical Assessment
Readiness: Financial Completeness Assessment

Readiness: Permitting Risk Assessment

VI. Statutory and DOT Priority Considerations

In the space below, describe how the project will meet the DOT priority considerations in Section F of the FYs 2025 and 2026 ATTAIN Competitive Grant Program NOFO. Where appropriate, reference attachments or other sections of the application. Expand the response blocks, as needed, but limit the length of the Statutory and DOT Priority Considerations section of the application to two total pages in length.

Statutory Selection requirements: DOT will utilize information in other portions of the application to determine responsiveness to the Statutory Selection Priorities listed in Section F of the NOFO. The applicant may choose to describe how the application represents a diverse technology solution, below:

DOT Selection Priorities: *Check all that apply to the project (DOT will utilize information in other portions of the application to determine responsiveness to the other DOT Selection Priorities listed in Section F of the NOFO):*

☐ The project will provide real-time information on truck parking availability.

☐ DOT may provide awards to applications that support industries of national interest.

☐ None of the above apply to the project.

Describe any boxes checked below:

Latonia Johnson

From: Mary Priddy
Sent: Wednesday, July 8, 2026 11:38 AM
To: Alexander Jones
Cc: Latonia Johnson
Subject: FW: COPIER RENEWAL ALEXANDER C. JONES

Alex,

Please see Latonia's response below.

Stating that if the cost of the new contract was not included in your 2026–2027 budget, it will need to be presented to the Budget Committee and the Haywood County Commission for approval.

Thank You,

Mary Priddy
Human Resource Director & Public Records Coordinator
Haywood County Government
1 N. Washington Ave.
Brownsville, TN 38012

Phone: (731)-779-3453
Fax: (731)-734-0150
mpriddy@haywoodtn.gov

From: Latonia Johnson <ljohnson@haywoodtn.gov>
Sent: Wednesday, July 8, 2026 10:07 AM
To: Mary Priddy <mpriddy@haywoodtn.gov>
Subject: RE: COPIER RENEWAL ALEXANDER C. JONES

Good morning ,to my knowledge this matter will have to go before Haywood County Commission as well as the Budget Committee if it has not been passed in his budget.

Sincerely,

Latonia Johnson
Administrative Assistant

1 N. Washington Avenue
Brownsville, TN 38012
Phone (731) 772-1432
Fax – (731) 772-3864

From: Mary Priddy <mpriddy@haywoodtn.gov>
Sent: Tuesday, July 7, 2026 3:43 PM
To: Latonia Johnson <ljohnson@haywoodtn.gov>
Cc: Ali Moore <Amoore@haywoodtn.gov>; haywoodtncso@yahoo.com
Subject: FW: COPIER RENEWAL ALEXANDER C. JONES

Latonia,

Please review the attached contract. Can you let me know if this is something Alex can sign, or if it needs to be signed by the Mayor?

Thank You,

Mary Priddy
Human Resource Director & Public Records Coordinator
Haywood County Government
1 N. Washington Ave.
Brownsville, TN 38012

Phone: (731)-779-3453
Fax: (731)-734-0150
mpriddy@haywoodtn.gov

From: haywoodtncso@yahoo.com <haywoodtncso@yahoo.com>
Sent: Tuesday, July 7, 2026 3:37 PM
To: Mary Priddy <mpriddy@haywoodtn.gov>
Subject: COPIER RENEWAL ALEXANDER C. JONES

Good Afternoon, Ma'am

It's that time were my copier is getting harder and harder to find parts for. I've had it about 10 years, so now it's time to renew contract and get a newer machine. I wasn't sure if I am suppose to sign this contract or if it has to be signed by someone up there.

If I can sign it, just let me know so I can get it back to them.

Please see attachment.

THANK YOU FOR YOUR TIME.

Sincerely,

Alexander C. Jones

---------- Forwarded message ---------
From: <docimaging6@gmail.com>
Date: Tue, Jul 7, 2026 at 10:24 AM
Subject:
To: <kdowd@docimaging.biz>

TASKalfa 8052ci
[00:17:c8:64:e2:48]

--
Kathy Dowd
Customer Service
HUNT SERVICES
731-664-8775
Fax: 731-423-0239

Lease Agreement

FMV Purchase Option

Wells Fargo Financial Leasing, Inc.
401 Las Colinas Blvd. W | Bldg. A, 4th Floor | Irving, TX 75039-5400

WELLS FARGO

Lease Number **603-0323293-000** dated as of **June 25, 2026**

Name and Address of Customer ("You" and "Your"):
COUNTY OF HAYWOOD DBA VETERAN AFFAIRS
1 N WASHINGTON AVE
BROWNSVILLE, TN 38012-2554
Billing Contact Email: ________________ Phone: ____________

Name and Address of Supplier ("Supplier"):
HUNT SERVICES INC
1124 WHITEHALL ST STE 200
JACKSON, TN 38301-8742

Equipment Information:

Equipment Make, Model, Accessories, Serial Number (SN)
KYOCERA TASKalfa 4054ci DSPF - 1203TC6USV - DP-7160, Paper-feedunit2x1,500sheets - 1203V52USV - PF-7150, Finisher4,000sheets - 1203V82US0 - DF-7140

Equipment Location: 1 N WASHINGTON AVE, BROWNSVILLE, TN 38012-2554

TERM AND PAYMENT INFORMATION

1. Initial Term (Months): 60 ("Term") 2. Payment: $135.00 (plus applicable taxes) 3. Payment Period is "Monthly" unless otherwise noted here: Monthly	4. Purchase Option Price: Fair Market Value 5. Administrative Fee: $75.00 (will be billed on your first invoice)

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

1. CERTAIN DEFINITIONS. "Equipment" means the property described above and all attachments, accessories, replacements, replacement parts, substitutions, additions, upgrades, exchanges and repairs and Software and Software Licenses (as defined herein). **"Fair Market Value"** of the Equipment means an amount estimated by us that may reasonably be expected for an installed and in-use property in an equitable exchange between a willing buyer and a willing seller, neither under any compulsion to buy or sell, both aware of all relevant facts, and assuming the Equipment is in the condition required by this Lease. **"Lessee"**, **"you"** and **"your"** mean the party signing below as Lessee. **"Lessor"**, **"we"**, **"us"** and **"our"** mean the party signing below as Lessor. **"Supplier"** means any manufacturer, supplier, wholesaler, or other vendor of the Equipment, Software, Services and/or MNS (all as defined herein, to the extent applicable). **"Stipulated Loss Value"** means the sum of: (i) all past due and current Payments; (ii) the present value of (A) all remaining Payments, and (B) the amount of the purchase option price or final purchase payment set forth herein, or if none is specified or if the purchase option price is Fair Market Value, then the anticipated end of Term Fair Market Value of the affected item(s) of Equipment, discounted at 2% per annum; and (iii) all other amounts due hereunder.

2. COMMENCEMENT. The Term will commence on the date you satisfy all pre-conditions, as determined by us, or any later date that we designate (the **"Commencement Date"**). We may require that you verify your acceptance of the Equipment and such information as we may require by telephone, an executed certificate of acceptance or another method acceptable to us. To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights (**"Software"**), we do not own and have no right, title or interest in the Software. You are responsible for entering into any license and/or other agreement (**"Software License"**) with the Software supplier no later than the Commencement Date. Such agreements are not a part of this Lease and no breach by a licensor under such agreement shall relieve you of your obligations hereunder. You will comply throughout the Term of this Lease with any Software License and any default by you thereunder shall also constitute a default under this Lease. If you signed a purchase order or agreement for the purchase of the Equipment, you hereby assign to us all of your rights, but none of your obligations under it. If a Supplier fails to deliver the Equipment, or the Equipment is unsatisfactory, you agree that we are not liable, and you will not make any claim against us.

3. PAYMENTS. You agree to remit all Payments in U.S. dollars on each Payment Date to the address or account we designate whether or not you receive an invoice. Unless indicated otherwise above, your first Payment will be due and payable one month after the Commencement Date and each other Payment due and payable on the same day of each succeeding month (or the last day of such month if such day does not exist) (the **"Payment Date"**). We may charge you interim rent reasonably calculated by us based on the Payment prorated on a 30-day calendar month for the period from the date the Equipment is installed until the Commencement Date. This amount will be added to your first invoice. If there are changes in the Equipment, its cost or the calculation of taxes, you authorize us to adjust the Payments by not more than 15% of the original Payment. If any Services or MNS are included in this Lease, then after the first 12 months of the Term, and at the end of each following 12-month period thereafter, the Payments may be increased by up to 15% of the Payment amount in effect at the end of the prior 12-month period. You waive all rights to direct our application of your payments. We may offset any of your obligations to us from any sums we owe to you. This Lease may take into account fees we have paid to, or rebates, discounts, subsidies or other compensation we have received from the Supplier or other third parties.

4. TAXES. You agree to pay and indemnify us from all sales, use, rental, property and other taxes, charges and fees relating to the Equipment or this Lease assessed by any governmental entity or taxing authority. **If you are exempt from sales and use tax, you shall provide us a valid exemption certificate prior to the Commencement Date.** We will file personal property tax returns and pay applicable personal property taxes. You will promptly pay to us the property taxes paid by us. In states assessing upfront sales and use tax, if you choose to include such tax amount as part of the Lease, your Payment, starting with the first invoice, will be adjusted to reflect such tax as a component of the amount we fund under this Lease. In other states, applicable sales and use tax will be included on your invoice. To the extent any sales or use tax is due on Services or payments therefor, such sales or use tax is not included in the Payment but shall be set forth on your invoices and paid by you as and when the Payment is paid. If the Payment includes amounts for MNS, sales, use, and similar taxes will be charged on the entire Payment amount at the rate applicable to use or rental of the Equipment. In connection with the termination of this Lease, you agree to pay us any taxes accrued or assessed but not yet due and payable, or our estimate of such amounts. You agree to pay us a tax administrative fee of $12 per unit of Equipment per year during the Term. This Lease assumes we are entitled to certain tax benefits, as owner of the Equipment, and you agree to indemnify us for any lost tax benefits caused by your acts or omissions.

5. LATE CHARGES. For any payment more than 5 days late, you shall pay us a late charge of the greater of 5% of the amount due or $35.00.

6. OWNERSHIP, SECURITY INTEREST, USE, MAINTENANCE AND REPAIR. We own the Equipment, excluding any Software. If this Lease is a secured transaction, you grant us a security interest in the Equipment and all proceeds thereof to secure all obligations you owe us under this Lease and any other equipment lease or equipment loan. In no event shall this Lease be secured by any improved real property, building or mobile home insurable under the National Flood Insurance Program. We may file UCC financing statements, amendments and continuations. So long as you are not in default, we assign to you our rights, if any, under manufacturer or Supplier written warranties, to the extent assignable. With respect to the Equipment, you shall: (a) keep it in your exclusive control and possession and not remove it from the Equipment Location; (b) USE IT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use it in conformity with all insurance and manufacturer requirements; (d) at your cost, keep it repaired and maintained in good working order and as required by any applicable warranty and/or maintenance contract, and furnish and replace all parts of the Equipment as may become worn out or damaged; (e) give us access to inspect it and its maintenance and other records and you agree to pay our costs in connection therewith; (f) at your cost, mark and identify the Equipment as we request; (g) not lease or sell it; (h) not permit it to attach to real property; (i) keep it free of all security interests, encumbrances and liens, except those in favor of us; and (j) not make any alterations, additions or improvements which detract from its value, useful life, or function. Any alterations, additions or improvements shall be deemed part of the Equipment.

7. INDEMNITY. YOU AGREE TO DEFEND AND INDEMNIFY US AGAINST ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES, OBLIGATIONS, SUITS, INJURIES, COSTS AND REASONABLE ATTORNEYS' FEES, INCURRED, CAUSED OR ASSERTED BY ANY PERSON OR ENTITY, IN ANY MANNER RELATING TO THE LEASE OR THE EQUIPMENT.

8. LOSS OR DAMAGE. You assume all risks of loss, theft, seizure, damage to or destruction of the Equipment. If any item of Equipment is damaged and can be repaired, you shall promptly notify us in writing and, at your cost, within 30 days of such damage, repair the affected item. If any item of Equipment is lost, stolen, seized or damaged beyond repair, you will promptly notify us in writing and, at our option you will, at your cost, within 30 days after such event, either: (a) replace the affected item with a comparable item acceptable to us, or (b) for each affected item (calculated on the pro rata cost of the affected item(s) as compared to the total cost of all items of Equipment), pay us the Stipulated Loss Value for each such item. Upon our receipt of such Stipulated Loss Value, we will transfer to you all our rights, title and interest in the affected item(s) AS-IS, WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED. Insurance proceeds will be applied toward repair, replacement or payment owing to us.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF ALL PAGES OF THIS AGREEMENT AND AGREES TO THE TERMS ON THE ATTACHED PAGE(S).

Lessor: **WELLS FARGO FINANCIAL LEASING, INC.**	Lessee: **COUNTY OF HAYWOOD DBA VETERAN AFFAIRS**
By: ________ Date: ________	X By: ________ Date: ________
Print Name and Title:	Print Name and Title: XXXXX8229
	Federal Tax ID:

9. INSURANCE. You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; (b) maintain commercial general liability insurance, covering personal injury and property damage and naming us as additional insured, and (c) at our request, provide us evidence of such insurance. All insurance policies must be issued by carriers acceptable to us, provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and provide deductible amounts and terms acceptable to us.

10. NET LEASE; UNCONDITIONAL OBLIGATION. This Lease is a net lease. YOU SELECTED THE EQUIPMENT. THE SUPPLIER IS NOT OUR AGENT AND IS NOT AUTHORIZED TO MODIFY THIS LEASE. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. YOUR OBLIGATIONS HEREUNDER ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SET-OFF FOR ANY REASON WHATSOEVER. WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES, OR EXPENSES OF ANY KIND CAUSED, DIRECTLY OR INDIRECTLY, BY ANY EQUIPMENT OR THE USE, INABILITY TO USE, OR MAINTENANCE OR SERVICE OF ANY EQUIPMENT, OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. If a Supplier fails to fulfill any obligation to you, you shall not make any claim against us and shall continue to fully perform hereunder. The parties intend this Lease to be a finance lease under Article 2A of the UCC and you waive all rights and remedies conferred upon a lessee thereby.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS. You represent and warrant that: (a) this Lease and all related documents (together, the "**Documents**") constitute valid, enforceable, legal and binding agreements; (b) you have authority to enter into the Documents and your execution and performance thereof will not: (i) violate any judgment, order, law or regulation or other financing; or (ii) result in any breach of, constitute a default under, or result in the creation of any lien or encumbrance upon any Equipment pursuant to any other agreement or instrument; (c) there are no suits or proceedings pending or threatened against or affecting you; (d) your exact legal name is as set forth on page 1; (e) you are and will be at all times validly existing and in good standing under the laws of the State of your organization; (f) you are and will remain qualified to do business in each jurisdiction where Equipment is located and where you conduct business; (g) you are and will remain in compliance with all laws, rules and regulations applicable to the operation of your business, the Equipment and/or its use, and at your cost you shall make all modifications and improvements to the Equipment required by law; (h) you and each person who you control or own a controlling interest in, or who owns a controlling interest in or otherwise controls you (collectively, "**Representatives**") are and will remain in compliance with all laws, rules, regulations and orders concerning sanctions, embargoes, and the prevention and detection of corruption, bribery, money laundering and terrorism; and (i) neither you nor any of your Representatives does or will do business in, or is or will be located in a jurisdiction subject to any territorial or country-based sanctions program or listed on any sanctions-related list of designated persons maintained or enforced by the United States government or any other jurisdiction in which you or your Representatives are located or operate or which has authority over you or your Representatives.

12. DEFAULT. You will be in default hereunder if: (a) you fail to make any payment due hereunder within 10 days of the due date; (b) you or a guarantor of your obligations under any Document ("**Guarantor**") (i) breach any other obligation under any Document or guaranty and fail to correct such violation within 10 days following notice, (ii) become insolvent, are dissolved, stop doing business, or has a petition filed by or against you or it under any bankruptcy or insolvency law, (iii) default under any other agreement now existing or hereafter entered into with us or any of our affiliates, (iv) provide any representation or warranty or information that is or becomes false or misleading; (c) any Equipment is illegally used; or (d) without our prior written consent, you or a Guarantor or any person or entity that directly or indirectly controls you or a Guarantor (1) experience a change in control or ownership (in one or multiple transactions), (2) transfer substantially all of its assets, (3) merge or consolidate with another entity, or (4) experience a division or divisive merger. Time is of the essence.

13. REMEDIES. If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BENEFIT OF THE BARGAIN AND NOT AS A PENALTY, the Stipulated Loss Value; (b) declare any other agreements between you and us in default; (c) require you to return the Equipment at your cost to a place we designate; (d) with or without legal process, repossess or disable the Equipment and we will not be responsible for any losses related to such action; (e) demand that you immediately cease using the Software and remove all Software from any piece of equipment on which it is installed, upon which you shall provide us a certificate signed by your officer indicating the same, (f) lease or sell the Equipment or any portion thereof, and apply the proceeds as may be acceptable to us; (g) charge you interest on all amounts due to us from the due date until paid at the rate of 1.5% per month; (h) charge you for expenses incurred in enforcing our remedies including repossession, repair and collection costs, attorneys' fees and court costs; and (i) cancel or terminate the Lease. These remedies are cumulative and nonexclusive of any other rights and remedies at law or in equity. To the extent permitted by applicable law, you waive any rights conferred by statute or otherwise that may limit any of our rights or remedies hereunder. No failure or delay by us to exercise any right nor any course of dealing will operate as a waiver of our rights, and no waiver or consent shall be binding on us unless in writing, signed by us.

14. END OF TERM; RETURN PROVISIONS. (a) Provided no default exists hereunder, upon not less than 30 days no more than 180 days' written notice to us prior to the end of the Term (or Renewal Term, as defined herein), at Lease expiration you will either (1) return the Equipment; or (2) purchase the Equipment AS-IS, WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for the Purchase Option Price. If you do not purchase or return the Equipment as required herein, this Lease WILL CONTINUE ON A SUCCESSIVE MONTH-TO-MONTH BASIS (each a "**Renewal Term**") and you will continue to pay the same Payments until the first day of the month following the date that the Equipment is received by us or you pay us the Purchase Option Price. Such Payments shall be for the lease of the Equipment and will not be applied to the applicable purchase price. We may terminate such continued leasehold interest upon 30 days' notice to you. (b) If (1) you do not purchase the Equipment at the end of the Term (or Renewal Term), (2) you do not extend the Term (or Renewal Term), or (3) the Lease terminates for default or otherwise, then at your cost you will (i) place the Equipment in good condition (except ordinary wear and tear), (ii) disassemble, deinstall, inspect and crate the Equipment in accordance with the manufacturer's recommendations and all regulatory requirements then in effect, and (iii) return the Equipment, freight and insurance prepaid, at your risk to any location we designate. Any such Equipment will be accompanied by all accessories, qualify (if applicable) for continued maintenance under a manufacturer's service and maintenance contract, and include the latest software release provided by the manufacturer or Supplier to you. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. (c) You are responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning or disposing of any Equipment. We shall not be liable for losses arising out of the presence or use of data residing in any Equipment returned to or repossessed by us.

15. JURY TRIAL WAIVER; LAW, VENUE. ALL PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY EQUIPMENT OR THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF IOWA AND ANY LEGAL ACTION OR PROCEEDING MAY BE BROUGHT IN THE FEDERAL OR STATE COURTS OF IOWA. IN NO EVENT SHALL WE BE LIABLE FOR, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE OR EXEMPLARY DAMAGES, WHICH YOU HEREBY EXPRESSLY WAIVE.

16. BILLING AND COLLECTION OF SUPPLIER PAYMENTS. You represent that any repair, maintenance and/or services relative to the Equipment ("**Services**") and/or any remote network monitoring and maintenance, network security services or other IT services ("**Managed Network Services**" or "**MNS**") are being provided by the Supplier and will be governed solely by your separate agreement between Supplier and you relating to such Services and/or MNS ("**Service Agreement**"). We are not a party to any Service Agreement, we are not responsible for any such Services or MNS, and we have not made any representations or warranties with respect to such. You acknowledge that (a) we are billing you for such Services and/or MNS on a pass-through basis on behalf of the Supplier; (b) we may rely on information given by Supplier to us relative to the payments due to Supplier under the Service Agreement (which amounts may be amended from time to time between Supplier and you in accordance with the terms of the Service Agreement, the "**Service Payments**") and we are not responsible for the accuracy of such information; and (c) if the billing arrangement between Supplier and us has terminated for whatever reason, we will cease invoicing you for the Service Payments and Supplier will be solely responsible for such billing and collection thereafter. If any Equipment is designated "Service Only", you acknowledge and agree that: (1) we do not own such Equipment; (2) we are not providing such Equipment to you pursuant to the terms of this Lease; and (3) the portion of the Payment which relates to such Equipment includes only the full-service maintenance of such Equipment and not the use or rental of such Equipment. You acknowledge that we may (on behalf of Supplier) bill you for any supply freight fee that the Supplier charges for shipping supplies to you. You and the Supplier may add, modify or remove MNS in accordance with your separate agreement with the Supplier and without our consent, provided that such agreement does not modify any other terms of this Lease, including without limitation, amounts payable for rental, lease or use of the Equipment. If the Supplier fails to provide any service or fulfill any other obligation to you, or if you have a dispute with the Supplier regarding the Equipment, any Services (including without limitation, any Equipment designated as "Service Only"), or any MNS, you shall not make any claim against us and shall continue to fully perform under this Lease, including continuing to pay us all Payments and other amounts due under this Lease without deduction, delay, offset or withholding of any amounts. Nothing contained in this Section is intended to limit or waive any rights and warranties extended to you by the Supplier, manufacturer or other third party under the Service Agreement relative to the Services, MNS or other matters or preclude you from exercising any rights or remedies you may have relative thereto.

17. MISCELLANEOUS. You may not assign, sell, transfer or encumber any rights or obligations under the Lease or related to the Equipment. We may, without notifying you, sell, assign or encumber any or all of our interest in the Lease and/or Equipment. Our assignee will have all of our rights hereunder, but not our obligations. You agree not to assert against any buyer, assignee or secured party, any claims, offsets or defenses you may have against us. Notices must be in writing and will be deemed given 5 days after mailing first class or sent by recognized overnight courier to the recipient's address set forth above or at such other address last known to the sender. You authorize us, our agents and assignees to obtain credit reports and make credit inquiries about you and disclose your information, including credit applications, payment histories and account information, to our affiliates, assignees and potential assignees, and to credit reporting agencies and other parties having an economic interest in this Lease or the Equipment. If any amount hereunder is higher than allowed under any applicable legal limit, such amount is hereby reduced to the maximum amount allowed. Amounts we receive in excess of a legal limit will be applied to other amounts due by you, or refunded to you, as we determine. We may accept a photocopy, electronically transmitted, or other reproduction (any, a "**Counterpart**") of any Documents as the binding and effective record of such Documents. No Document requiring our signature is binding on us until we sign it. Counterparts (a) bearing our signature, if executed by us manually, or (b) electronically maintained by us if executed by us electronically, shall constitute the sole original document and authoritative record of such Document for establishing its terms and for perfection of a security interest by possession or control. You agree not to raise as a defense to the enforcement of any Document that it was signed and/or transmitted electronically by either party. Your representations, warranties, indemnification obligations, and your obligations to pay or reimburse us for any taxes or any other amounts due by you hereunder shall survive the termination of this Lease. Any claim you have against us must be made within 2 years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms will remain in effect and enforceable. You authorize us to insert or correct missing or incorrect information on the Lease. YOU ACKNOWLEDGE AND CONFIRM THAT YOU HAVE NOT RECEIVED ANY LEGAL, TAX, FINANCIAL OR ACCOUNTING ADVICE FROM US OR THE SUPPLIER. You shall furnish us with current financial statements and/or other information regarding your business and its owners and affiliates as we may request. You agree to promptly sign and deliver additional documents and take additional action as we may request in order to carry out the intent and purpose of this Lease and/or comply with laws or regulations. At our request, you shall pay or reimburse us for any out-of-pocket costs we incur in connection with this Lease. You will notify us before any proposed change in your legal name, address, type of legal entity or state of formation. The amounts payable by you hereunder may include a profit to us. THE LEASE INCORPORATES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, UNLESS MODIFIED IN A WRITING SIGNED BY THE PARTIES.

State and Local Government Addendum

WELLS FARGO

Wells Fargo Financial Leasing, Inc.
401 Las Colinas Blvd. W | Bldg. A, 4th Floor | Irving, TX 75039-5400

Agreement Number **603-0323293-000** dated as of **June 25, 2026**

Name and Address of Customer ("You" and "Your"):
COUNTY OF HAYWOOD DBA VETERAN AFFAIRS
1 N WASHINGTON AVE
BROWNSVILLE, TN 38012-2554

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and WELLS FARGO FINANCIAL LEASING, INC. ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (the "Agreement").

1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. GOVERNMENTAL PROVISIONS. Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness or require voter approval, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

3. LIMITATIONS. The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to Non-Appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

4. CHOICE OF GOVERNING LAW. Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located and the parties agree to the non-exclusive jurisdiction and venue of the state and federal courts in such state.

5. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.

IN WITNESS WHEREOF, Customer and Company have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

Company: **WELLS FARGO FINANCIAL LEASING, INC.**		Customer: **COUNTY OF HAYWOOD DBA VETERAN AFFAIRS**	
		X	
By:	Date:	By:	Date:
Print Name and Title:		Print Name and Title:	

Delivery and Acceptance Certificate

WELLS FARGO

Wells Fargo Financial Leasing, Inc.
401 Las Colinas Blvd. W | Bldg. A, 4th Floor | Irving, TX 75039-5400

Account Number **603-0323293-000** dated as of **June 25, 2026**

Name and Address of Customer ("You" and "Your"):
COUNTY OF HAYWOOD DBA VETERAN AFFAIRS
1 N WASHINGTON AVE
BROWNSVILLE, TN 38012-2554

The Account Number referenced above corresponds to the applicable schedule entered into under a master lease or loan agreement or an individual lease or loan agreement, as the case may be (the "**Transaction**"). "**Equipment**" means the equipment and other property as described in the Transaction. **WELLS FARGO FINANCIAL LEASING, INC.** and its successors and assigns is the lessor or lender under the Transaction, and is also referred to as "**we**", "**us**" and "**our**". "**Customer**" means the above referenced entity or sole proprietorship and is the lessee or borrower under the Transaction and is also referred to as "**you**" and "**your**". Capitalized terms used but not defined herein shall have the meanings given to them in the Transaction. You hereby authorize us to insert or update the date set forth below with the best information we have available.

Pursuant to the provisions of the Transaction identified above, as of the date set forth below you, hereby certify and warrant to us that: (a) all Equipment has been delivered and installed (if applicable) on the date set forth below; (b) you have inspected the Equipment, and all such testing as you deem necessary has been performed by you or the vendor/supplier or the manufacturer of the Equipment; and (c) you irrevocably accept the Equipment for all purposes of the Transaction.

You further certify that as of the date hereof: (i) you are not in default under the Transaction; and (ii) the representations and warranties made by you pursuant to or under the Transaction are true and correct.

You hereby direct us to pay the vendor/supplier of the Equipment and agree that an electronically transmitted copy of this document containing your signature may be treated as an original for all purposes.

Customer: **COUNTY OF HAYWOOD DBA VETERAN AFFAIRS**

X

Signature of authorized signer

Print Name and Title

Date*

*Date upon which the Equipment was delivered, installed, and accepted by Customer.

Required Information Form

WELLS FARGO

Wells Fargo Financial Leasing, Inc.
401 Las Colinas Blvd. W | Bldg. A, 4th Floor | Irving, TX 75039-5400

Account Number **603-0323293-000** dated as of **June 25, 2026**

DIRECTIONS: Complete the following information and return it with your signed documents. Please be sure to fill in all items; mark "N/A" as appropriate.

Customer Name: COUNTY OF HAYWOOD DBA VETERAN AFFAIRS

Federal Tax ID Number: XXXXX8229

Purchase Order Number (if required on invoice): ____________________ **Expiration Date:** ____________________________

Billing Address: 1 N WASHINGTON AVE, BROWNSVILLE, TN 38012-2554

Accounts Payable Contact (Required): ____

Email Address: ______________________________________ **Phone Number (Required):** ____________________________ X

☐ The Billing Address stated above is correct.
OR
☐ Change the Billing Address to:

Street ____ City _________________________________

State: _________ Zip Code: ____________

Equipment Contact (to verify Equipment delivery and acceptance): __________________________________

Email Address: ______________________________________ **Phone Number (Required):** ____________________________ X

Equipment Location: 1 N WASHINGTON AVE, BROWNSVILLE, TN 38012-2554

☐ The Equipment Location stated above is correct. Indicate County the equipment is located in: ____________
OR
☐ Change the Equipment Location to:

Street ____ City _________________________________

State _________ Zip Code ____________ County ________________

(If multiple locations, attach a list of equipment/VINs by City, State and County indicating where each piece of equipment or vehicle is located)

Tax Status: Sales/Use Tax (check one)

If you are tax exempt, we must have a copy of your exemption certificate prior to funding. Please forward a copy along with the return of the signed lease documents. If you are exempt and an exemption is not received, we are required to pay any required upfront sales tax (and you will reimburse us) or include tax on your monthly lease payment. Please indicate your tax status below: K

☐ Subject to Sales and Use Tax (Tax will be based on the state where the equipment is located.)
OR
☐ Exempt from Sales and Use Tax for the following reason: ___________________________(Certificate must be provided.)

*****If you are exempt from sales and use tax, you MUST provide an exemption certificate or you will automatically be charged sales and use tax.*****

To ensure timely processing of each payment invoice PLEASE MAKE YOUR PURCHASE ORDERS OUT TO <u>WELLS FARGO FINANCIAL LEASING, INC.</u>
Your invoice will be mailed approximately 30 days in advance of your payment due date.

Notice: To help the government fight the funding of terrorism and the money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address and taxpayer identification number that will allow us to identify you. We may also ask to see other identifying documents.

Derrick Lamont Boyd
904 Meadow Street
Brownsville, TN 38012

June 22, 2026

Letter of Intent - School Board Candidacy, District

Dear Members of the Board,

I am writing to formally announce my candidacy for District
seat on the Haywood County School Board in the upcoming election.

I have lived in Brownsville for 50 years and am deeply invested in the success of our public schools. As a resident and parent/volunteer, I have a wife of 29 years, Tennille Boyd, and two sons, Dedric Boyd and Demarius Boyd. I've seen firsthand both the strengths of our district and the challenges we face. I'm running because I believe every student in Haywood County deserves a safe learning environment and a path of opportunity.

If elected, I will focus on:
Supporting educators
Student outcomes/careers
Community partnership

Thank you for your service to the community and for the consideration of my candidacy.

Sincerely,
Derrick Boyd

Emily O'Quin

625 Key Corner Street

Brownsville, TN 38012

(731)780-6576

Eoquin.eoq@gmail.com

June 15, 2026

Members of the Haywood County School Board

Haywood County Board of Education

900 East Main Street

Brownsville, TN 38012

RE: Letter of Interest for School Board Vacancy

Please accept this letter as my formal application for the interim appointment to the Haywood County School Board. As a resident and voter in District 4, I am deeply invested in educational success, accountability and well-being of the children in our community. I want to help ensure that all students are equipped with the academic and social skills needed to be successful.

As a small business owner in Haywood County for 27 years, I manage all aspects of business operations and am invested in our community through various boards. I was a founding member of Haywood Heritage Foundation and have collaborated with local leaders to preserve historical assets and promote cultural education. I have also helped organize events as well as helping with fundraisers to bring awareness to Brownsville. As an active member of Main Street, I participate in strategic planning and economic revitalization efforts to strengthen our local community.

Additionally, I have been a member of Brownsville Baptist Church for about 26 years, where I have actively served in both youth and children's ministries. I have also helped with Vacation Bible School at the Scott Street Community Center and volunteered with the ARISE2Read program in Haywood County Schools. Through that program, I worked weekly with assigned students, so I understand some of the needs and challenges we have here. I am passionate about helping children succeed and reach their full potential.

While our children do not attend school in Haywood County, I feel the system needs stronger policies regarding discipline and structure. I want to work with each of you to get a plan to strengthen behavior standards, restore strong discipline and ensure our classrooms are safe, focused environments where every student can succeed. I am deeply committed to the success of our youth. I want this to be a community where families want to be and where they want their children to attend school. I know we face challenges here, but with creativity and collaboration, we can find solutions.

I believe my background has prepared me to collaborate with fellow Board members to make informed, student-centered decisions. If appointed, my priority will be to advocate for our students and staff.

Thank you for your time, consideration and dedication to the families of Haywood County. I look forward to the opportunity to work with you all.

Sincerely,

Emily O'Quin

Emily O'Quin

625 Key Corner Street

Brownsville, TN 38012

(731) 780-6576

Eoquin.eoq@gmail.com

Business Owner- Twenty Five Main Salon

Successfully operated a local small business for 27 years, demonstrating long-term stability.

Haywood Heritage Foundation (2016 - March 2026)

Collaborate with county leaders to preserve historical assets and promote cultural education and community preservation initiatives.

Brownsville-Haywood County Main Steet (2024-current)

Participating in strategic planning and economic revitalization efforts to strengthen the local business district.

Literacy Volunteer/ ARISE2Read Program- Haywood County Schools (2018-2020)

Invested weekly hours inside local elementary schools to help children develop critical, grade-level reading skills.

Maggie Stewart
100 Summerhill Drive
Brownsville, TN 38012

June 22, 2026

Stephanie Beach
Haywood County Schools
900 E. Main Street
Brownsville, TN 38012

RE: Letter of Interest for Appointment to the Haywood County Board of Education Districts 4 & 10

Dear Ms. Beach,

I am writing to express my interest in being considered for appointment to the Haywood County Board of Education representing Districts 4 & 10.

As a longtime resident of Haywood County and a well-known community leader, I have dedicated much of my life to serving others and investing in the future of our children and community. Having previously served eight years on the Haywood County Board of Education, I understand the responsibilities of educational governance and the importance of making thoughtful, student-centered decisions that benefit all stakeholders.

During my previous service, I gained valuable experience in policy development, strategic planning, fiscal oversight, and collaborative leadership. I have also completed all four levels of certification offered by the Tennessee School Boards Association, strengthening my understanding of effective governance, ethical leadership, and educational best practices.

As the owner and operator of **Maggie's Beauty Salon and Family Flower Shop**, I have developed strong skills in financial management, long-range planning, and responsible decision-making. In addition, my service as a member of the Order of the Eastern Star and as a co-founder of Cornerstone Praise Baptist Church has reinforced my commitment to servant leadership and community engagement.

As a resident of District 10 and a grandparent of children attending Haywood County Schools, I have a personal investment in the success of our educational system and a deep appreciation for the role our schools play in shaping future generations.

I also recognize that Haywood County stands at an important crossroads. The arrival of Blue Oval City and the construction of a new high school present a unique opportunity to position our community for future growth and prosperity. These investments provide an opportunity to strengthen the connection between education, workforce development, and economic opportunity while ensuring our students are prepared to succeed in an evolving economy.

If appointed, I will bring experience, integrity, collaboration, and a steadfast commitment to putting students first. I will work diligently with fellow board members, district leadership, educators, parents, and community stakeholders to ensure Haywood County Schools continue to provide exceptional educational opportunities for every student.

My previous board experience, community involvement, business leadership, and ongoing investment in Haywood County Schools uniquely position me to immediately contribute to the work of the Board of Education and continue serving the students of our community.

Thank you for your consideration. It would be an honor and a privilege to once again serve the citizens of Haywood County and help shape a bright future for generations to come.

Respectfully,

Maggie Stewart

Maggie Stewart
731-780-1952

GAIL CHAPMAN

915 Forrest Street
Brownsville, TN. 38012
Ellagail@yahoo.com 731 780-3975

June 22, 2026

Haywood County Schools
900 East Main Street
Brownsville, TN. 38012

To Whom It May Concern:

I am Gail Chapman, a retired educator for Haywood County Schools. I am submitting a letter of interest in being considered for appointment to the Haywood County Board of Education. For over twenty years I served HCS, and I would like to give back to the school system that both my husband and I worked in for many years.

I began with Haywood County Schools in 1992 and taught adult education for two years. I moved to Haywood Junior High to teach a French enrichment class for one year. Then I went to Haywood High School where I taught French I, II, and III for eighteen years. My husband George taught math, coached football, and served as the Superintendent of Schools. So, our local school system was a special place for us, and many years were invested there to ensure that each student had an opportunity to succeed.

As a member of the HCS School Board I would try to serve all the stakeholders involved with an emphasis on serving our children and youth. I pledge to work with other board members and the administrative staff to help make decisions that will enhance and better our school system. I will not run for the school board election in November; I am simply willing and ready to step in for these next few months. Thank you for your consideration.

Sincerely,

Gail Chapman

Edward Robinson
730 Key Corner Street
Robinsonedward456@gmail.com
731-695-0074

6-19-26

Amie Marsh
Haywood County Schools
900 East Main Street

Dear Members of the Board,

I am writing to express my interest in the vacant position on the Board of Education. As a long-life supporter of public education and a proud member of the Haywood Community, I believe every child deserves the opportunity to succeed. Our schools play a vital role in shaping the future of Haywood County.

Throughout my career in law enforcement, I have worked closely with students, parents, teachers, and school staff. As a former SRO in our local school district, I have seen firsthand the challenges and opportunities facing our schools, from curriculum development to budget allocation and facility improvements. I am dedicated to ensuring that our schools remain safe, supportive, and focused on academic excellence so that every student receives a quality education that prepares them for the future.

My experience in leadership and community engagement has provided me with the necessary skills to collaborate effectively with fellow board members, administrators, teachers, parents, and students. I believe in transparent decision making and policies that prioritize student achievement.

I would be honored to contribute my time and expertise to the Board of Education and work alongside you to help shape a bright future for our students. Together, we can build stronger schools, stronger students, and a stronger community. Thank you for considering me for the vacant position and I look forward to the opportunity to discuss my qualifications further.

Sincerely,

SHALONDRIA SHAW

Board of Education Appointment Portfolio

Haywood County Board of Education – Districts 4 & 10

Investing Experience Back Into the Community That Invested in Me

SECTION I: PORTFOLIO INDEX

SECTION II: LETTER OF INTEREST

Shalondria Shaw
209 Arrowwood Drive
Brownsville, TN 38012
731-432-2937
Shawss7715@gmail.com

June 19, 2026

Haywood County Schools
Attn: Stephanie Beach
900 East Main Street
Brownsville, TN 38012

RE: Letter of Interest – Haywood County Board of Education Vacancy (Districts 4 & 10)

Dear Members of the Selection Committee:

I respectfully submit this letter to express my interest in being considered for appointment to the Haywood County Board of Education vacancy representing Districts 4 and 10.

As a lifelong resident of Haywood County, graduate of Haywood High School, certified educator, grandmother of two students currently enrolled in Haywood County Schools, tutor, and Youth Advisor at Family Life Fellowship Church, I have experienced our educational system from multiple perspectives. These experiences have reinforced my belief that every student deserves access to excellent instruction, meaningful opportunities, and a community that actively invests in their success.

Haywood County has invested in me throughout my life—from my time as a student to my professional career in education and state government. Serving on the Board of Education would allow me to return that investment by contributing my experience, perspective, and commitment to the continued advancement of our school system and community.

SHALONDRIA SHAW | Board of Education Appointment Portfolio

My professional career has been rooted in education, workforce development, public service, and community engagement. Most recently, I served as Tennessee's State Apprenticeship Director, where I collaborated with school districts, higher education institutions, employers, workforce agencies, and community organizations to expand educational and career pathways for Tennesseans. In this role, I oversaw over $20 million in state and federal investments, ensuring strategic alignment, accountability, compliance, and responsible stewardship of public resources.

One of the most meaningful accomplishments of my career was contributing to Tennessee becoming the first state in the nation to register K-12 teacher occupations through apprenticeship. As a certified educator, supporting nearly 900 aspiring teachers through this innovative pathway represented a full-circle moment in my work. I believe strongly that rural communities like Haywood County have a unique opportunity to cultivate, develop, and retain their own talent, and I remain committed to advancing initiatives that prepare students to learn, work, lead, and serve in the communities they call home.

My commitment to students extends beyond my professional role. I actively tutor local students and serve as a Youth Advisor at Family Life Fellowship Church, allowing me to remain closely connected to the needs, aspirations, and experiences of students and their families. I also maintain active involvement in civic, faith-based, educational, and nonprofit initiatives that strengthen opportunities across our community.

Haywood County Schools is currently navigating an important and defining period. As the district advances plans for a new high school, there is a critical opportunity to reinforce public confidence while strengthening relationships among students, families, educators, and the broader community. The decisions made during this time will shape educational outcomes, community growth, and workforce readiness for generations. I believe my experience in education, workforce development, partnership building, strategic planning, and fiscal oversight positions me to contribute meaningfully to this work.

My vision is for Haywood County Schools to be recognized as a district where students are academically prepared, educators are supported, families are engaged, and graduates are equipped to lead and contribute in their communities.

I recognize that the role of a board member is to govern, establish policy, provide oversight, and support the Director of Schools while keeping students at the center of every decision. I value transparency, integrity, fiscal responsibility, and collaborative leadership. If appointed, I will bring a commitment to listening, thoughtful engagement, and consensus-building in service of student success.

After a career dedicated to expanding educational and workforce opportunities across Tennessee, I believe this season presents a meaningful opportunity to focus my service here at home. I have the experience, perspective, and availability to contribute effectively, and I would be honored to support Haywood County Schools during this pivotal chapter.

Thank you for your time and consideration. I welcome the opportunity to discuss my qualifications further.

Respectfully submitted,

Shalondria Shaw

Shalondria Shaw

SECTION III: STATEMENT OF QUALIFICATIONS

I respectfully submit this statement of qualifications in support of my interest in serving on the Haywood County Board of Education representing Districts 4 and 10.

I bring more than fifteen years of experience in education, public service, workforce development, and community engagement, along with a lifelong connection to Haywood County. As a graduate of Haywood High School, former educator within the district, grandmother of two current students, and active community member, I understand both the strengths and the opportunities within our school system from multiple perspectives.

My commitment to education began long before my professional career. My maternal grandmother served as a custodian in Haywood County Schools, and her dedication to the students and schools of this community inspired me to pursue a career in education. She taught me that every role in a school system matters and that every child deserves to be supported by a community that believes in them. That foundation continues to guide my work and my desire to serve.

My professional experience includes serving as Tennessee's State Apprenticeship Director, where I led statewide efforts to expand access to education and workforce opportunities. In that role, I provided oversight for more than 12,000 active apprentices, 500 registered programs, and over 800 employer partners. I managed approximately $2.3 million in annual state funding over a 4.5-year period and stewarded $8.2 million in combined investments in Fiscal Year 2025–2026. These responsibilities required strong fiscal stewardship, accountability, strategic planning, and alignment—skills that directly reflect the governance role of a board member.

Throughout my career, I have built strong partnerships with school districts, higher education institutions, employers, workforce agencies, and community organizations. These collaborations have strengthened talent pipelines and expanded opportunities for students. I understand the importance of aligning education with workforce needs, particularly in rural communities, and I am committed to supporting pathways that prepare students for college, careers, and lifelong success.

As a former K–12 educator and teacher-leader, I bring firsthand classroom experience and a deep appreciation for the role educators play in student achievement. I understand the importance of supporting teachers, maintaining safe and effective learning environments, and ensuring that decisions remain focused on student outcomes.

In addition to my professional experience, I remain actively engaged in the Haywood County community. I serve as a Youth Advisor and tutor and am actively involved in organizations that support families and students, including the United Way of West Tennessee as an Ambassador, the Brownsville-Haywood County Arts Council, and the Brownsville-Haywood County Chamber of Commerce. I am also a graduate of the LEAD

Tennessee Alliance Class 15. These experiences have strengthened my commitment to collaboration, civic engagement, and community partnership.

I understand that the role of a board member is to govern, establish policy, ensure fiscal responsibility, and support the Director of Schools while maintaining a clear distinction from daily operations. I am committed to serving with integrity, professionalism, and a student-centered focus.

Haywood County Schools is at a pivotal moment, particularly with the development of a new high school and the opportunity to strengthen educational pathways for future generations. I believe my experience in strategic planning, partnership development, and workforce alignment positions me to contribute meaningfully during this important time.

If appointed, I will bring a commitment to listening, thoughtful decision-making, and collaboration. I will work to ensure that every decision reflects what is best for students while strengthening trust between the school system and the community.

It would be an honor to serve Haywood County in this capacity and to help build a strong, sustainable future for our students and community.

SECTION IV: RESUME

EXECUTIVE PROFILE

Education and workforce development leader with over 15 years of experience spanning K–12 education, state government, and community engagement. Proven record of scaling statewide initiatives, strengthening educator pipelines, and managing public investments with accountability and integrity.

Former Tennessee State Apprenticeship Director with leadership oversight of 12,000+ active apprentices, 500+ registered programs, and 800+ employer partners statewide. Recognized for advancing innovative education-to-workforce strategies, including contributing to Tennessee becoming the first state to register K–12 teacher occupations through apprenticeship.

Committed to advancing student success, supporting educators, and aligning education systems with workforce and community needs.

CORE COMPETENCIES

- Strategic Planning & Governance
- Fiscal Stewardship & Public Accountability
- Education & Workforce Alignment
- Partnership Development
- Community & Stakeholder Engagement
- Program & Policy Development
- Talent Pipeline Strategy
- Data-Informed Decision Making
- Risk Management & Compliance
- Leadership & Organizational Management

PROFESSIONAL EXPERIENCE

Tennessee Department of Labor & Workforce Development

State Apprenticeship Director | Nov. 2023 – April 2026
Deputy State Apprenticeship Director | May 2023 – Nov. 2023
West TN Regional Apprenticeship Director | Aug. 2021 – May 2023

- Provided leadership and oversight of 12,000+ active apprentices, 500+ registered programs, and 800+ employer partners across Tennessee
- Managed approximately $2.3M in state funding annually over a 4.5-year tenure, ensuring strong fiscal accountability and compliance
- Oversaw $8.2M in combined state and federal investments for FY 2025–2026, aligning funding with strategic workforce priorities
- Supported the development of nearly 900 teacher apprentices, strengthening educator pipelines statewide
- Contributed to Tennessee becoming the first state in the nation to register K–12 teacher apprenticeship occupations
- Built and sustained cross-sector partnerships among school districts, higher education institutions, employers, and workforce agencies
- Applied labor market data and performance metrics to guide program expansion and long-term talent pipeline development
- Advised state and local stakeholders on workforce strategy, program design, and scalable education-to-career pathways

City of Brownsville, Tennessee

Community Development & Engagement Liaison | Feb. 2018 – July 2021

- Strengthened partnerships between local government, businesses, and community organizations
- Supported initiatives focused on economic development, civic engagement, and quality of life
- Advanced collaborative efforts benefiting youth, families, and underserved populations

SHALONDRIA SHAW | Board of Education Appointment Portfolio

Haywood County School System, Brownsville, TN

K–12 Educator | Jan. 2008 – Jan. 2018

- Delivered standards-based instruction supporting student achievement and growth
- Built strong relationships with students, families, and school leadership
- Contributed to school improvement efforts and student development initiatives

EDUCATION

Master of Education (M.Ed.), Educational Leadership
Trevecca Nazarene University

Bachelor of Science, Elementary Education
University of Memphis

High School Diploma
Haywood High School, Brownsville, TN

PROFESSIONAL AFFILIATIONS & LEADERSHIP

- National Association of State and Territorial Apprenticeship Directors (NASTAD)
- Southeastern Employment & Training Association (SETA)
- Graduate, LEAD Tennessee Alliance 15
- Graduate, UT Martin WestStar Regional Leadership Program
- Graduate, Haywood County Leadership Program

COMMUNITY ENGAGEMENT

- Youth Advisor, Family Life Fellowship Church
- Tutor, Haywood County Students
- Active in civic, faith-based, and nonprofit initiatives supporting youth and families

SECTION V: EDUCATIONAL VISION STATEMENT

Students First

"How does this decision improve outcomes for students?"

My Vision

I believe Haywood County Schools should be a district where every student is prepared, supported, and empowered to succeed in school and in life.

Students should graduate ready to **learn, work, lead, and serve**—with the knowledge, skills, and confidence to pursue college, careers, and meaningful opportunities.

Students Deserve

- **Excellent teachers** who are supported and valued
- **Safe and welcoming schools** where every student can thrive
- **Exposure to opportunities** beyond the classroom
- **Leadership development experiences** that build confidence and character
- **Clear career pathways** connected to real-world opportunities
- **Access to college and postsecondary options**
- **Strong relationships** with educators, mentors, and community members

Strong Schools Require

- A **student-centered focus** in every decision
- **Collaboration** among schools, families, and the community
- Support and retention of **high-quality educators**
- **Strategic partnerships** with business, industry, and higher education
- **Responsible stewardship** of public resources
- A commitment to **long-term planning and continuous improvement**

Looking Forward

As Haywood County Schools continues to grow—especially with the development of a new high school—I see an opportunity to strengthen opportunities for future generations.

I envision a district where:

- Students are **prepared and confident** in their future
- Families are **engaged and trusting**
- Educators are **supported and empowered**
- The community is **united around student success**

Commitment

I am committed to supporting a school system that not only educates—but **inspires, prepares, and empowers every student** to reach their full potential.

SECTION VI: 90-DAY TRANSITION PLAN

Listening, Learning, and Leading

Guiding Principles

- **Students First** – Every action and decision should improve student outcomes
- **Governance Focus** – Serve through policy, oversight, and strategic leadership—not daily operations
- **Transparency & Compliance** – Adhere to all applicable laws, including **Tennessee Open Meetings (Sunshine) requirements**, by avoiding deliberation or decision-making outside properly noticed public meetings
- **Collaboration & Respect** – Engage stakeholders with integrity and professionalism

Days 1–30: Listen & Learn

Listen

- Meet individually with the Director of Schools to understand district priorities
- Participate in appropriate, **independent onboarding conversations** with the Board Chair and members (avoiding group deliberations outside public meetings)
- Attend school, community, and district events to observe and connect

Learn

- Review key materials:
  - Strategic Plan
  - Budget and financial reports
  - Board policies
  - Audit reports
  - New high school project updates

Days 31–60: Engage

- Visit schools individually (or in compliance with board protocols)
- Listen to students, families, educators, and staff
- Engage community stakeholders, including:
  - Faith-based leaders

  - Business and workforce partners
  - Higher education institutions

All engagement conducted as information-gathering—not deliberation or decision-making outside public board meetings

Days 61–90: Lead

- Contribute during official board meetings and work sessions
- Support district priorities through **policy-focused governance**
- Advocate for:
  - Strong educator pipelines
  - Workforce and career pathway opportunities
  - Expanded student access and achievement
- Begin contributing to long-term strategic discussions aligned with district goals

Commitment

I will serve with a commitment to **transparency, legal compliance, and ethical leadership**, ensuring that all decisions are made appropriately within public meetings and in the best interest of students.

SECTION VII: REFERENCES

Available upon request

Haywood County
Solid Waste
Department
P.O. Box 605
Brownsville, TN 38012-0605
Phone: (731) 772-7975
Fax: (731) 772-9132

June 30, 2026

This will be Beverly Staggs last day; I am requesting payment for all sick hours earned before the handbook changed prior to March 16, 1998. I have attached the documents which show I am entitled to this payment Please pay out of 207-55754-143.

180 hours
x 23.28
4,190.40

Thank you,

Dewayne Steele
Director

Haywood Co. Solid Waste Dept.

P.O. Box 605
Brownsville, TN 38012
(901) 772-7975

March 16, 1998

This Letter of Agreement with regard to the Leave Policy for all employees of the Haywood County Solid Waste Department is to assure that the employee's listed below will be granted all benefits as stated in the employee handbook prior to the action of the Haywood County Court in enacting a new set of Leave Policy on March 16, 1998 at thier regular sheduled meeting at 7:30 p.m.

An agreement that all sick leave accumulated up to March 16, 1998 will be granted to employees based upon the original employee's handbook that states: Upon vested retirement, age 60 years or 30 years of service under the Tennessee Consolidated Retirement System, or age 65 if not vested in the Tennessee Consolidated Retirement System, an employee shall be paid for a maximum of 60 days (480 hrs). leave at the salary rate at the time of retirement Any leave over 60 days (480 hrs) shall be added to one's years of service at no additional monetary compensation. If an employee quits or is dismissed, he forfeits his accumulated leave.

The agreement between the Haywood County Executive, Franklin Smith and Haywood County Solid Waste Dept. Director, Curt Waddell is that all time accumulated up to March 16, 1998 will be honored and as of March 17, 1998 all employees will be operating under the new employee handbook after the above date.

Employee's name with total hrs. accured

Welton Riley	32 Pd
Russell Estes	144 Pd
Beverly Gaters	180
Sam Hill	92.5 Pd
Johnnie Walker	284 Pd
Marshall Lott	384 Pd
David McNeill	372.5 Pd
Curt Waddell	471.5 Pd

The time that has accured maybe used but once the time is used it can not be recaptured. Ex. An employee becomes sick and uses all his time up under the new employee handbook and needs to use part or all of the accumulated time under the old employee handbook, he or she may do so, but once part or all of the accumulated time is used it can not be replaced.

Haywood Co. Solid Waste Dept.

P.O. Box 605
Brownsville, TN 38012
(901) 772-7975

March 16,1998

Attested this day March 16,1998

Haywood County Executive

Franklin Smith

Haywood County Trustee

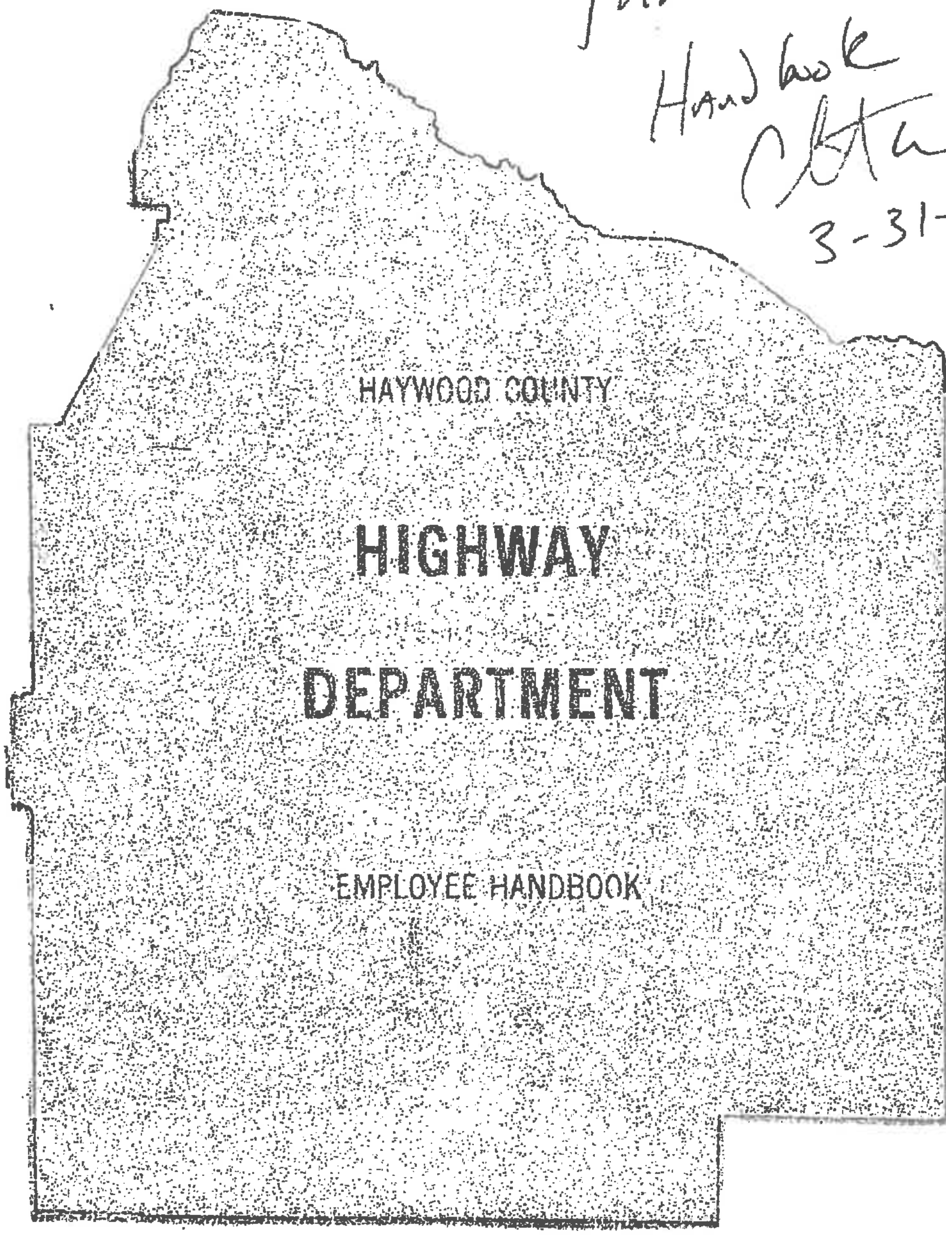
William L. Howse

Haywood County Solid Waste Dept., Director

Curt Waddell

Filed: 11-17-97

This is old
Handbook
[signature]
3-31-2015



PAID VACATION

It is the policy of Haywood County Highway Department to promote employee efficiency, health, and morale through periodic interruption from one's duties. Accordingly full time employees shall be granted one (1) day of paid vacation upon the completion of a calendar month of service or major fraction thereof. A major fraction of a month is defined as sixteen (16) days for all months except February. The major fraction of the month of February is fifteen (15) days.

Any employee may request to use his paid vacation at any time he prefers by application to the Highway Supervisor. Such request will be considered, subject always to the superior right of the Highway Supervisor to plan the work under his control and to authorize absence only at such time as the employee can best be spared.

At no time may an employee's paid vacation exceed twelve (12) days in a fiscal year. Paid vacation time may be transferred to sick leave or used as sick leave.

EFFECTIVE FOR JULY 1, 1993 ONLY - Employees with as much as six (6) months of service will have accrued 5 days of paid vacation. Employees with less than 6 months of service will have accrued vacation days at the rate of .83 days per month of service.

Upon seperation, an employee shall be paid for any unused portion of his paid vacation, unless he was terminated from the Highway Department for gross misconduct. When dismissed for gross misconduct a detailed report of such conduct shall be submitted with the note of separation.

SICK LEAVE

Sick leave is earned at the rate of 1 day (8 hrs.) per month. You may accumulate leave to an unlimited amount. Upon vested retirement, age 60 years of 30 years service under the Tennessee Consolidated REtirement system, or age 65 if not vested in the Tennessee Consolidated Retirement System, an employee shall be paid for a maximum of 60 days (480 hrs.) leave at the salary rate at the time of retirement. Any leave over 60 days (480 hrs.) shall be added to one's years of service at no additional monetary compensation. If an employee quits or is dismissed, he forfeits all accumulative leave.

Sick leave may be granted for:

1. Your absence from duty because of personal illness.
2. Your disability due to accident.
3. Your exposure to contagious disease.
4. Your absence from duty necessiated by illness or death in your immediate family (immediate family if defined to mean husband, wife, parent, mother and father-in-law, brother, sister and children of the employee.)

All sick leave must be reported to the front office by 7:00 a. m. on the day missed. Failure to follow these procedures will be unexcused leave.

Any sick leave beyond two consecutive working days must be accompanied by a doctors excuse.

The Commission or Supervisor reserves the right to ask any employee, at any time, to submit a doctor's certificate in connection with leave.

Leave is a good insurance policy and retirement policy, it is there when you need it and the more you save, the more valuable it becomes.

If a person abuses his leave, he can expect strong disciplinary action.

Effective July 1, 1993.

Ex. This was pd in 2017

Haywood County
Solid Waste Department
P.O. Box 605
Brownsville, TN 38012-0605
Phone: (731) 772-7975
Fax: (731) 772-9132

January 9, 2017

I am requesting a check to pay David McNeill for sick time he earned before the handbook changed prior to March 16, 1998. I have attached the documents which show he is entitled to this payment. Please pay out of 207-55754- 143 which is equipment operator line item.

372.5 hrs
X$15.52 per hr. as of last pay check
$5,781.20

Thank you

Clinton Neal
Director

Ex. pd in 2015

Haywood County
Solid Waste
Department

P.O. Box 605
Brownsville, TN 38012-0605
Phone: (731) 772-7975
Fax: (731) 772-9132

October 19, 2015

I am requesting a check to pay Marshall Lott for sick time he earned before the handbook changed prior to March 16, 1998. I have attached the documents which show he is entitled to this payment. Please pay out of 116-55731-143 which is equipment operator line item.

384 hrs
X$16.24 per hr. as of last pay check
$6,236.16

Thank you,

Clinton Neal

HAYWOOD COUNTY SCHOOLS

900 East Main Street
Brownsville, Tennessee 38012
731-772-9613 *office* 731-772-3275 *fax*
www.haywoodschools.com

Amie Marsh
Superintendent

COUNTY COMMISSION

July 20, 2026

General School Purpose Fund

Original Budget

July 9, 2026

INSTRUCTION-Regular Instruction Program (State Sch. Imp. Grant 3.0)		Increase	Increase
141-71100-330-SSIG3	Lease/SBITA Payments		$ 23,910.00
SUPPORT SERVICES-Other Student Support			
141-72130-330-SSIG3	Lease/SBITA Payments		$ 16,004.20
SUPPORT SERVICES- Regular Instruction Program			
141-72210-189-SSIG3	Other Salaries & Wages		$ 8,200.00
141-72210-196-SSIG3	In-Service/Training		$ 3,200.00
141-72210-201-SSIG3	Social Security		$ 706.80
141-72210-204-SSIG3	State Retirement		$ 1,026.00
141-72210-212-SSIG3	Employer Medicare		$ 165.00
141-72210-399-SSIG3	Other Contracted Services		$ 261,438.00
141-46980- -SSIG3	State School Improvement Grant	$ 314,650.00	

HAYWOOD COUNTY SCHOOLS

900 East Main Street
Brownsville, Tennessee 38012
731-772-9613 *office* 731-772-3275 *fax*
www.haywoodschools.com

Amie Marsh
Superintendent

COUNTY COMMISSION

July 20, 2026

General School Purpose Fund

Budget Amendment

July 9, 2026

SUPPORT SERVICES-Director of Schools		Decrease	Increase
141-72320-160	Guard		$ 75,000.00
141-72320-201	Social Security		$ 5,740.00
141-72320-204	State Retirement		$ 8,250.00
141-72320-212	Employer Medicare		$ 110.00
INSTRUCTON-Regular Instruction Program			
141-71100-116	Teachers	$ 89,100.00	

Superintendent's Signature ____________ Date 7/9/26

The mission of Haywood County Schools, in partnership with families and community, is to ensure an engaging, respectful, and safe environment where all students are empowered with the knowledge and skills needed to pursue post-secondary opportunities

Brownsville Haywood County
Chamber of Commerce

JUNE 2026 REPORT

Membership

- The Chamber currently has 157 members. Please note that some members are renewals which affects the number of members monthly.
- During the month of June, we are pleased to Welcome the following:
  - Mindfield Grille

Community/ Social Engagements

- Joined Community Economic Development Advisory Committee and attended meeting on 6/1/2026
- Met with Mayor Bauer on 6/1/2026
- Hosted KHCTB cleanup at Hatchie docking area resulting in the disposal of 600 lbs of trash on 6/2/2026
- Provided Space for IDB Personnel Committee Meeting on 6/3/2026
- Provided space for Brownsville Exchange Club meetings on 6/3/2026 and 6/17/2026
- Attended workforce webinar with Workforce Innovations on 6/4/26
- Hosted KHCTB Meeting on 6/4/2026
- Attended Rotary Meetings on 6/9/2026 and 6/23/2026
- Provided space for IDB Meeting on 6/10/2026
- Attended United Way Celebration Breakfast on 6/11/2026
- Attended community event (Murder Mystery) on 6/11/2026
- Met with Katie Weatherford from theCo on 6/12/2026 for collaboration opportunities
- Volunteered at Sunny Hill School STEAM Camp for TNECD on 6/15/2026
- Provided space for City Elections on 6/16/2026
- Attended WestStar Graduation Ceremony on 6/16/2026
- Met with Mayor Bauer and Placer.ai on 6/17/2026
- Provided space for Vision Haywood meeting on 6/17/2026
- Provided space for and attended Leadership Haywood board meeting on 6/17/2026
- Met with Ford Community Center Director on 6/17/2026 for collaboration opportunities
- Attended 3Star Grant compliance webinar on 6/18/2026
- Attended COB Juneteenth Breakfast and NAACP event on 6/19/2026
- Attended Opportunity Zones 2.0 webinar on 6/22/2026
- Met with representatives from United Way FEC on 6/23/2026 for collaboration opportunities
- Visited Scott Street Center Summer Camp on 6/23/2026
- Completed 4 of 10 KHCTB site review assessments on 6/23/2026
- Met with Mayor Livingston on 6/24/2026
- Met with SBDC Director on 6/24/2026 for collaboration opportunities
- Participated in bike audit planning assessment with MainStreet Brownsville on 6/29/2026
- Attended townhall meeting regarding utility coop at the megasite on 6/29/2026
- Attended meeting at HCS Board of Education on 6/30/2026

Financials

- The Finance Committee discussed the financials from May 2026 on 6/5/2026 wherein they found no issues. They also prepared a budget on 6/5 then met again on 6/17 to complete and confirm their recommendation of adopting the FY 2027 budget to the full board. The Chamber financials from May 2026 and June 2026 along with the proposed FY 2027 budget will be reviewed by the full board at the scheduled Chamber board meeting on July 9, 2026.

Facilities

- Daily cleaning by Chamber Staff
- We are still noticing the smell of water mildew in the large storage room of the basement indicating significant water damage. Staff are required to clean, sanitize, and air out daily. Please, be aware, this issue may become hazardous to the health and safety of Chamber staff and community without prompt attention and may also cause significant damage to this historical site.
- On April 2, 2024, the Chamber staff noticed heavy water leaking into the building from the front left side starting at the top windows and flowing down. Therefore, the bottom cabinets in the kitchenette are severely damaged from water and will need to be replaced.
- Please also be aware that on April 8, 2025, the large storage room of the Chamber was flooded with about 3 – 5 inches of water causing damage to stored documents and other items. Executive Director, Sheree Douglas, did contact the City of Brownsville and the Chamber Board of Directors to inform of this issue. Haywood County Management was essential in helping to clear and clean the water from the flooding as well as clearing out the outdoor drains to help resolve the issue. Flooding is an ongoing issue in the basement area of the Chamber of Commerce.
- Please be aware that the Chamber had significant flooding in more spaces than normal on June 13, 2025, causing the Director to slip and fall. No injuries reported. Flooding is an ongoing issue in the basement area of the Chamber of Commerce.

Respectfully Submitted

Sheree Douglas, Executive Director

Brownsville-Haywood County Chamber of Commerce

Haywood County EMS

Monthly Summary Report – June

Prepared By: D. McKeel

Call Volume & Operations

Haywood County EMS responded to **131 total calls for service** during the month of June, including **81 emergency 911 responses** and **50 scheduled non-emergency transports**.

The department continues to provide dependable emergency medical coverage throughout Haywood County while maintaining a strong non-emergency transport program that serves our healthcare partners and residents.

Financial Overview

Haywood County EMS deposited **$64,025.95** in revenue during June. While this represents approximately a **28% decrease compared to the same period last year**, it is important to place that figure into perspective.

Although the City assumed approximately **75% of the emergency calls** within the city limits, the overall financial impact has been closer to **28% of our revenue**. This is largely because Haywood County EMS continues to perform contracted non-emergency transports, which provide guaranteed reimbursement.

Additionally, the county generally has a more favorable payer mix than the city. A larger percentage of our county patients are covered by **Medicare and private insurance**, which typically reimburse emergency ambulance services at higher rates. By comparison, many city emergency responses involve **Medicaid**, where reimbursement is significantly lower.

Another important distinction is that Medicaid reimbursement is considered payment in full. Once Medicaid pays, no additional balance can be billed to the patient, and any remaining charges must be written off. In contrast, our contracted non-emergency transports provide predictable, guaranteed reimbursement and continue to be an important source of financial stability for the department.

Staffing & Training

The department remains **fully staffed with the exception of one full-time paramedic position**, which is currently being covered by a part-time paramedic.

At this time, utilizing part-time coverage has resulted in payroll savings while continuing to meet our staffing needs. We will continue to evaluate this model to determine whether maintaining the position in this manner provides the best balance of operational efficiency and fiscal responsibility.

Our **Emergency Medical Responder (EMR) course** remains in progress and is expected to add several more trained EMRs to our community. These volunteers continue to strengthen emergency response capabilities, particularly in our rural areas, by providing immediate care prior to the arrival of EMS crews.

Community Outreach

Haywood County EMS continues to be actively involved throughout the community. Our personnel have participated in numerous public relations and community outreach events and have received invitations to several additional events in the coming months.

The level of support shown by the citizens of Haywood County for public safety has been outstanding. In my **18 years with Haywood County EMS**, I have never witnessed the level of community support and appreciation that we are currently experiencing. That support is greatly appreciated by every member of our department and serves as a constant reminder of why we are committed to providing the highest level of service possible.

Facility Update

Our staff continues settling into the newly renovated EMS facility, and we are excited to officially showcase the completed project.

Haywood County EMS will host an Open House on Friday, July 25, at 5:00 p.m. We would like to extend an invitation to the **County Mayor, County Commissioners, and all County Department Heads** to join us for a tour of the new facility and see firsthand the improvements that have been made.

We are especially grateful to **Mayor David Livingston**, who has generously offered to provide the food for the event. We look forward to welcoming our county leadership and expressing our appreciation for your continued support of Haywood County EMS.

Closing

Haywood County EMS continues to move forward with a focus on excellent patient care, responsible financial management, employee development, and strong community partnerships. While changes in our service area have affected call volume and revenue, the department remains financially stable, operationally prepared, and committed to serving the citizens of Haywood County.

On behalf of everyone at Haywood County EMS, I would like to sincerely thank the Mayor, County Commission, and all county leadership for your continued confidence, support, and investment in our department. Your commitment has allowed us to improve our facilities, strengthen our workforce, and continue providing exceptional emergency medical services. We look forward to building on that progress and serving the citizens of Haywood County with professionalism, pride, and dedication.

Haywood County Fire Department – Monthly Report

Reporting Period: **June 2026**

Prepared By: **Fire Chief Dan Feathers**

Date Submitted: 07-2026

1. Call Volume & Incident Breakdown

• Total Calls for the Month: **86**

• Breakdown by Call Type:

- ☐ Structure Fires: **3**
- ☐ Vehicle Fires: **4**
- ☐ Grass/Brush Fires: **4**
- ☐ Vehicle Accidents (with/without injury): **13**
- ☐ EMS Assists / Medical Calls: **58**
- ☐ Hazmat Incidents: **0**
- ☐ False Alarms / Good Intent Calls: **4**

• Comparison to Same Month Last Year: **53 differences 33**

• Notable Incidents or Large-Scale Responses: **Structure Fire on Hwy 19 – still under investigation TBI – confirmed Arson NO OTHER NOTEABLE INCIDENTS**

2. Personnel Status

• Career Staff: **19 plus 1 EMS**

• Part-Time Staff: **12**

• Volunteer Personnel: **67 up from last month of 64**

• Training or Certifications Completed: **Another EMR class started for volunteers --**

3. Training Summary

• Total Training Hours Completed: **282.5 hours plus Firefighters in Medical class on their own**

• Major Topics Covered: **Structure Collapse/ EMR program/ Medical/ Fire Fighter Tactics**

• Joint Training with Mutual-Aid Department: **EMS and Fire Haywood County- Memphis Fire, Wing medical training**

• Upcoming Training Events or Goals: **Continue the training for all Haywood County Fire/EMS personnel**

4. Apparatus, Equipment & Station Updates

• Maintenance Completed or Scheduled: **Fire Pumper Needs a Motor – In Shop Looking for used motor to replace – none found at this time A plus towing Engine 106**

• Equipment Placed In/Out of Service: **Out of service Engine 106 Motor Damage**

• New Equipment Received or Ordered: **Need to Use VFG Grant Money for Washers/Dryers to reduce Cancer Causing agents for all firefighters waiting to meet with Salesperson**

• Station Repairs or Upgrades: **Working on Signage for Volunteer Stations**

• Radio Checks (Blue Oval/Industrial Area): **Some Buildings still having issues with radio coverage**

• BDA System Status Updates: **At Ford - Pump house needs BDA**

5. Community Risk Reduction & Outreach

- Fire Prevention Programs Conducted: **In Past 2 months contacted 45 residences- no arrangements made**

- Fire Alarm Installs Completed: **The sign-up sheet for Smoke alarms will be at Back-to-School Bash on 7-30-2026**

- Smoke Alarm Distribution / Safety Checks: **Houses to install more smoke detectors at their convenience**

- Community Partnerships / Grants: **Applied for Globe NON-Matching Grant and State Farm nonmatching Grant also AFG Federal Grant for Turnouts for Firefighters**

- Recruitment Efforts for Volunteers: **Emails sent to all Commissioners for assistance in recruiting / will be launching a campaign soon for EMR and Volunteers to join ON GOING**

6. Response Area / Mutual Aid Activity

- Calls Responded to Outside Primary District: **0**

- Mutual Aid Received and Given: **0**

- Coordination with EMA, Rescue Squad, Law Enforcement: **On Going Commitment**

7. Administrative Updates

- Policy Updates or Procedural Changes: **None as of date**

- Grant Applications or Awards: **AFG Grant applied**

- Budget or Purchasing Status: **NO Purchases NEED MORE FIREFIGTER GEAR FOR ON CALL PERSONNEL all are outdated and/or holes in them**

- Upcoming Projects or Capital Requests**: STILL NEEDING VEHICLE FOR DEPUTY CHIEF / STILL USING EMA**

- Noteworthy Meetings or Public Engagements: **Midsouth Fire Chief Meeting**

8. Goals & Priorities for Next Month

- Goal 1: **Roll Out the Tankers in the Community still need Signed title and insurance**

- Goal 2: **Working with New Radio Service to get the Radio System UPGRADE for notification of Calls for the County Fire and EMS First Responders Still nothing completed waiting on Radio Service to complete their part. Obtained Radios from Sheriff Dept will need cellphone coverage and programmed**

- Goal 3: **Continue Making Haywood County a Safer Community for All**

9. Summary & Closing Remarks

Brief Summary**: Haywood County Fire Department is committed to moving Haywood County forward through improved Fire and EMS services focused on protecting the lives, property, and well-being of our citizens. Through the dedication of our full-time firefighters, part-time staff, and volunteer/on-call personnel, we are working together to ensure dependable emergency response coverage across the county each day.**

Our goal is to maintain 6 to 8 emergency responders available daily to answer calls for service, provide rapid response to emergencies, and improve operational readiness throughout Haywood County's 534

square miles. This commitment strengthens fire protection, emergency medical response, rescue operations, and disaster preparedness for our growing community.

The continued support and dedication of our on-call and volunteer personnel remain a critical part of this mission. Their willingness to serve alongside career staff demonstrates the strong community spirit that exists throughout Haywood County. Together, we remain dedicated to providing professional, reliable, and effective emergency services for every citizen we serve.

Email sent to all commissioners on the status of EMS personnel training of the on-call personnel at different county stations

Also see letter attached from Haywood County EMS and the EMR program is working to reduce response times in Haywood County Residents. Email sent to all commissioners in regards to the county fire department expansion plans .

06/02/26 - 1904 Qualls Rd - Electrical shortage caused studs to catch fire and spread to the ceiling.

06/06/26 - 3100 Fulton Rd - Dishwasher shorted out

06/29/26 - 2025 Blue Oval Dr - PLC Panel shorted out in Stamping at Blue Oval

As Classified in the State Reporting System as Structure Fires

Haywood County Fire Department
Stanton, TN

Average Response Time Per District (36)
Start Date: 6/1/2026 0:00:00 | End Date: 6/30/2026 23:59:59

Overall Average

13:13

Total Records

86

Module	Response Time (Dispatch - Arrived)
NERIS	
City of Brownville	
Emergent	09:24
Average (City of Brownville)	09:24
District 10	
Emergent	21:57

Non Emergent	22:15
Average (District 10)	**22:06**
District 11	
Emergent	09:10
Average (District 11)	**09:10**
District 12	
Emergent	11:20
Non Emergent	23:00
Average (District 12)	**17:10**
District 2	
Emergent	10:22
Average (District 2)	**10:22**
District 3	
Emergent	14:30
Non Emergent	19:15
Average (District 3)	**16:52**
District 4	
Emergent	07:52
Average (District 4)	**07:52**
District 5	
Emergent	17:22
Non Emergent	00:00
Average (District 5)	**08:41**
District 6	
Emergent	23:08
Non Emergent	24:46
Average (District 6)	**23:57**
District 7	
Emergent	11:06
Average (District 7)	**11:06**
District 8	

Emergent	11:34
Average (District 8)	**11:34**
District 9	
Emergent	22:30
Non Emergent	33:00
Average (District 9)	**27:45**
Average (NERIS)	**14:40**

Average Response Time by Priority

Emergency Networking

emergencynetworking.com

#36