RESOLUTION

No. 2026/07/ 01

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 27th day of July 2026

RESOLUTION IN REF: **APPROVAL TO RELEASE AND REASSIGN LEASE OF HAWKINS COUNTY AIRPORT (RVN) HANGAR NUMBER ONE FROM MARK FINLEY, D.B.A. FINLEY AVIATION, TO JEFF CATTRELL FOR THE REMAINDER OF THE LEASE PERIOD ENDING JUNE 20, 2027**

WHEREAS, former RVN Airport Manager Mark Finley has a lease agreement with Hawkins County for Hangar Number 1 at the Hawkins County Airport, with lease term ending June 20, 2027 ; and

WHEREAS, Mr. Finley wishes to assign his lease agreement to Mr. Cattrell for the remainder of said lease; now:

THEREFORE, BE IT RESOLVED that County Mayor Mark DeWitte be authorized to sign and execute the agreements, and upon execution of the attached Mutual Release and Termination of Lease and the new Lease Agreement, Mr. Finley is released from his obligation as lessor of Hawkins County Airport Hangar one, and the remainder of said lease agreement be transferred to Mr. Cattrell for the remainder of the term, ending on June 20, 2027

AND THEREFORE ALSO BE IT RESOLVED that the Hawkins County Commission recognizes that payment for the remainder of said lease has already been remitted to Hawkins County giving Mr. Cattrell rights as lessor for the remainder of the lease term.

Introduced By Esq. NANCY BARKER, AIRPORT COMM. CHAIR

Seconded By Esq.__________

Date Submitted 07-13-2026

Nancy A Davis

County Clerk

By: __________

Chairman__________

ACTION:	AYE	NAY	PASSED
Roll Call			
Voice Vote			
Absent			

COMMITTEE ACTION

Mutual Release and Termination of Lease

Agreement executed this ___day ________, 2026, between Hawkins County, Tennessee, a duly authorized governmental entity, as Lessor, and Mark Finley, d/b/a Finley Aviation, as Lessee.

Witnesseth:

In consideration of the payment to the Lessor of the Sum of One Dollar ($1.00), receipt of which hereby is acknowledged by the Lessor, and in consideration of the mutual agreements herein made and set forth, the parties agree as follows:

I

The Lease heretofore executed between the Lessor and the Lessee is hereby terminated and cancelled and shall be of no further force or effect, and the Lessee releases and relinquishes and quitclaims to the Lessor any and all right, title, interest or demand possessed or claimed by the Lessee in or to the property covered by said lease; and each and all of the parties to this agreement are released from any and all liability, past, present or future, of whatsoever kind or character.

II

The Lease referred to herein is that certain lease dated July 26, 2022, executed by and between the Lessor and the Lessee covering certain property in the County of Hawkins, State of Tennessee, identified as Aviation Hangar No.1, located on the east side of the Hawkins County Airport Property.

In Witness Whereof the Parties have set their signature:

HAWKINS COUNTY

By:________________
Mark Dewitt, Mayor
Lessor

FINLEY AVIATION

By:________________
Mark Finley

LEASE AGREEMENT

THIS AGREEMENT, made and entered into on this ___ day of ______, 2026 by and between HAWKINS COUNTY, TENNESSEE, hereinafter referred to as 'LESSOR" and JEFF CATTRELL, hereinafter referred to as LESSEE.

WITNESSETH: That LESSOR is the owner of the hereinafter described premises, and for and in consideration of the items hereinafter mentioned, Lessor does hereby lease unto the Lessee the following described premises:

> Aviation Hangar No. 1, formerly known as the Crockett/Waldo hangar, located on the east side of the Hawkins County Airport property.
>
> The property for said hangar shall be the property occupied by the hangar, fifty (50) feet on the east, south and north sides of said hangar and the area between Hangar #1 and Hangars #2, 3, 4 and 5 (formerly known as the Elam Hangar) shall be common to both hangars.

Said premises are leased to Lessee for the purpose of renting or leasing the aviation hangar to aviation customers, said lease to be for a period beginning on the aforesaid date and extending through June 30, 2027.

Lessee shall have the option to renew said lease provided the parties can agree upon mutually agreeable terms prior to the expiration date. It is further understood between the parties that in the future this hangar could be demolished in order to construct T-Hangars.

Consideration of the above described lease shall be as follows:

RENT: Lessee may select to pay rent annually at the rate of Twelve Hundred Dollars ($1,200.00), monthly at the rate of One Hundred Dollars ($100.00) per month, or quarterly at the rate of Four Hundred Dollars ($400.00) per quarter. All payments are due and payable within ten (10) days of the beginning date of the selected rental payment period. The proceeds from this lease must be deposited to the General Fund and directly designated for the Airport's budget to be in compliance with FAA regulations and Airport Sponsors Grant Assurances.

POSSESSION: Lessor covenants that it is the owner of the above described premises, that it has good title to same, and that it will forever warrant and defend the title against all persons whomsoever, and will put the Lessee in open and peaceful possession of the premises on the first day of the term hereof.

CONDITION OF THE PREMISES: Lessee acknowledges that he has examined the leased premises and accepts same as being in good order and repair. Lessee will maintain the building inside and outside (with the exception of insurance related damage) as well as the grounds. Lessee will rent the hangar to aviation customers and will ensure that the customer is in compliance with the Hawkins County Airport's minimum standards. The Lessor will provide liability insurance and Lessee will provide hangar keepers insurance in the amount of Five Hundred Thousand Dollars ($500,000.00).

ASSIGNMENT: Lessee shall not have the right or authority to transfer or assign this lease without the written consent of the Lessor. Further, when said Hangar No.1 is rented or leased to an aviation customer, the lease shall involve only the client's airplanes.

BINDING EFFECT OF SURVIVORSHIP: The covenants, terms, conditions of this lease, or any renewals thereof, shall extend to and be binding upon the heirs, executors, administrators, and successors of the respective parties, hereto, as if they were in every case named and expressed.

Lessee shall not do, nor permit to be done, any offensive activities so as to damage the premises or be in violation of any restrictive covenants of any federal or state law, or city ordnance or subdivision.

IN WITNESS WHEREOF the parties have hereunto set their hands on this the ____ day of _______________, 2026.

LESSOR:

HAWKINS COUNTY, TENNESSEE

by: ________________________________

Mark Dewitte, County Mayor

LESSEE:

JEFF CATTRELL

by:________________________________

Jeff Cattrell

STATE OF TENNESSEE:
COUNTY OF HAWKINS:

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, MARK DEWITTE, with whom I am personally acquainted and who, upon oath, acknowledged himself to be COUNTY MAYOR of Hawkins County, Tennessee, the within named bargainor, and that he, as such County Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Hawkins County, Tennessee, this the ____ day of ____________, 2026.

____

NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE:
COUNTY OF HAWKINS:

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, JEFF CATTRELL, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and official seal at office in Hawkins County, Tennessee, this the ____day of _________, 2026.

____

NOTARY PUBLIC

My Commission Expires:

RESOLUTION

No. 2026/07/ 02

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 27th day of July, 2026.

RESOLUTION IN REF: **AUTHORIZING HAWKINS COUNTY TO ACCEPT A RURAL HEALTH TRANSFORMATION FUND AMBULANCE GRANT IN THE REIMBURSABLE AMOUNT OF UP TO $305,461.00 (THREE HUNDRED FIVE THOUSAND FOUR HUNDRED SIXTY ONE DOLLARS) WITH NO LOCAL MATCH REQUIRED FOR THE PURCHASE OF AN AMBULANCE AND LIFT**

WHEREAS, Hawkins County is among 89 rural Tennessee counties selected by the Rural Health Transformation Fund administered by the Tennessee Department of Health with federal funding from the Centers for Medicaid and Medicare Services to receive funding for one ambulance and lift to expand rural emergency care infrastructure; and

WHEREAS, the County will be required to purchase the ambulance and lift and then be reimbursed by the grantor up to the full amount of the grant according to the attached governmental grant contract; and

WHEREAS, Hawkins County must follow all applicable Tennessee county procurement laws and its own purchasing policies; not subject to federal competitive procurement requirements and will retain ownership of the ambulance and lift with no transfer of title to other entities; and

WHEREAS, the grant stipulates that Hawkins County may operate the ambulance directly or place it with an EMS provider but must retain ownership.

WHEREAS, will place the ambulance to be put in service with Hawkins County EMS; now

NOW, THEREFORE, BE IT RESOLVED, that the Hawkins County Commission does hereby authorize the County Mayor to sign any and all documents, contracts, assurances and forms of compliance necessary to effectuate the completion and submittal of the application with the Rural Health Transformation Fund Ambulance Grant Program.

Introduced By Esq. **Jason Roach, Budget Comm. Chair**

Seconded By Esq.__________________

Date Submitted 07-13-2026

____
County Clerk

By: __________________

Chairman__________________

ACTION:	AYE	NAY	PASSED
Roll Call			
Voice Vote			
Absent			

COMMITTEE ACTION

____

____

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	34320-24926	

Grantee Legal Entity Name	Edison Vendor ID
Hawkins County Government	0000002861

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
HAWKINS 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 Hawkins 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 # 0000002861

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:

Mark Dewitte, County Mayor
Hawkins County Government
150 Washington Street Rogersville, TN 37857-2919
eric.buchanan@hawkinscountytn.gov
Telephone # (423) 272-7359
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,

HAWKINS COUNTY GOVERNMENT:

____

GRANTEE SIGNATURE **DATE**

____

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

____

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

RESOLUTION

No. 2026/07/ 03

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 27th day of July 2026

RESOLUTION IN REF: **APPROVAL OF RENEWAL OF HAWKINS COUNTY AIRPORT HANGAR 16 LEASE TO CHARLES WINDHAM FOR A 30-MONTH PERIOD BEGINNING SEPTEMBER 28, 2026, AND ENDING ON MARCH 31, 2029**

WHEREAS, Charles Windham currently is the lessee of Hawkins County Airport Hangar 16, with the lease term ending September 27, 2026; and

WHEREAS, Mr. Windham has indicated that he would like to renew the lease for a period of 30 months, ending March 31, 2029; and

WHEREAS, the annual rental rate for said hangar is $1,900.00 (One Thousand Nine Hundred Dollars), derived by multiplying the square footage of the hangar by $1.00 (One Dollar); and

WHEREAS, all hangar leases at the Hawkins County Airport shall be paid for at the start of the lease with payment covering the remainder of the multi-month lease; and

WHEREAS, Mr. Windham's new lease agreement is attached to this resolution as Exhibit A, and said hangar indicated on EXHIBIT B, which is also attached to this resolution; now

THEREFORE, BE IT RESOLVED that the attached lease will become valid upon Mr. Windham's payment of $4,750.00 to be deposited to the Hawkins County General Fund directly designated for the airport's budget, and authorization is given County Mayor Mark DeWitte to execute the attached lease with Mr. Windham, and

THEREFORE, BE IT FURTHER RESOLVED that at the expiration date of this lease, Mr. Windham will have first option to renew it before it is offered to anyone else.

Introduced By Esq. Nancy Barker

Seconded By Esq.____________

Date Submitted 07-13-2026

Nancy A Davis

County Clerk

By: ____________

Chairman____________

ACTION:	**AYE**	**NAY**	**PASSED**
Roll Call			
Voice Vote			
Absent			

COMMITTEE ACTION

____

____

HANGAR LEASE AGREEMENT

HAWKINS COUNTY AIRPORT

THIS AGREEMENT, made and entered into on this ____ day of ___________, _____ by and between HAWKINS COUNTY, TENNESSEE, a local governmental entity, hereinafter referred to as LESSOR and Charles Windham, hereinafter referred to as LESSEE.

WITNESSETH: That Lessor is the owner of the hereinafter described premises, and for and in consideration of the terms and conditions set forth herein, Lessor does hereby lease unto the Lessee the following described premises:

PREMISES: Aviation Hanger No. 16 consisting of a 1900 square feet single story building located as shown on Exhibit A attached hereto.

TERM: This Lease shall run for 30 months starting 09-27-2026 and ending on 03-31-2029.

RENT: The annual rental rate of $1,900.00 is calculated by multiplying the square footage of the hangar by $1.00 per square foot. At the time this lease is signed, Lessee shall make a single lump sum non-refundable payment to Lessor of 30 month's rent in the amount of $4,750.00. The proceeds from this lease shall be deposited to the General Fund and directly designated for the Airport's budget to be in compliance with FAA regulations and Airport Sponsors Grant Assurances.

RENEWAL: If at the end of the aforesaid term Lessor decides to continue to lease the subject hangar, Lessee shall have right of first refusal to enter into a new lease agreement with Lessor subject to such terms and conditions as Lessor may then require. In order to exercise said right of first refusal Lessee must provide Lessor with written notification of his intent to do so no earlier than six (6) months and no later than two (2) months before expiration of the current lease. **If Lessee fails to comply with said notification requirement within the aforesaid four (4) month time period, Lessor will consider the failure to act as Lessee's intent not to renew their lease and Lessor is free to enter into lease negotiations with other potential Lessees.**

UTILITIES: Lessee shall be solely responsible for payment of any and all costs associated with any utilities connected to the hangar, including all incidental costs of installation, usage and repair.

POSSESSION: Lessor covenants that it is the owner of the above-described premises, that it has good title to same, and that it will forever warrant and defend the title against all persons whomsoever.

LIABILITY: Lessee shall hold harmless and/or fully indemnify Lessor from any and all causes of action which may arise as a result of this lease agreement, and their use and possession of the premises and building pursuant to this agreement. Lessee acknowledges Lessor's status as a local governmental entity subject to the provisions of the Tennessee Governmental Tort Liability Act.

Further, Lessee shall not do, nor permit to be done, any offensive activities so as to damage the premises or be in violation of any restrictive covenants of any Federal or State law, County or city ordnance, regulations or subdivision.

CONDITION OF THE PREMISES: Lessee acknowledges that

- they have examined the leased premises and acknowledge that there is no structural damage to the hangar or hangar doors,
- if any structural damage occurs during their lease, Lessee agrees to repair same and bring any damaged structure back to a safe and satisfactory condition at their sole expense,
- they will maintain the up-keep of the building inside and outside (with the exception of insurance related damage) at their expense,
- they agree to make no alterations or additions to the said hangars without the written consent of the Lessor,
- they agree to stay in compliance with the Hawkins County Airport's minimum standards as presently in effect or instituted in the future ,

MAINTENANCE: Lessee shall be responsible for all maintenance to the hangar and hangar doors during the term of this Lease agreement with the exception of insurance related damage. Any structural maintenance must be performed by a licensed contractor that is approved by the County Mayor's office, according to code, and at the expense of the Lessee.

INSPECTION: Lessor shall inspect said hangars at least on an annual basis, said inspection to be performed by the Hawkins County Property Manager and the Hawkins County Airport Manager, and more often during any construction to said hangars. Lessee shall comply with all Federal, State, County and local laws, rules, regulations and requirements at all times.

INSURANCE: Lessee shall carry general liability insurance in the amount of not less than Five Hundred Thousand Dollars ($500,000.00)

- Lessee shall upon each annual anniversary date of this Lease provide Lessor with certificates of insurance coverage and shall maintain the same in full force and effect at their cost and expense at all times during the term of the lease, insuring both the Lessee and Lessor against liability for injury to persons and damage to property occurring in or adjacent to the Lessees space. Certificate of insurance coverage shall name Lessor as an additional insured.
- As a material part of the consideration to be rendered to Lessor under the lease, Lessee assumes all risks of damage to all of their personal property located in and upon the leased space.

ASSIGNMENT: Lessee shall not have the right or authority to transfer or assign this Lease or any part of the hangars described in this lease without the written consent of the Lessor. Further, said Lease shall include occupancy only of airplanes belonging to the Lessee.

NOTICES: Any notice from Lessor to Lessee, or from Lessee to Lessor, relating to the premises or this Lease shall be deemed duly served when sent via certified mail return receipt requested, postage prepaid, to the Parties' address shown adjacent to their signatures below.

BINDING EFFECT OF SURVIORSHIP: The covenants, terms, conditions of this lease, or any renewals thereof, shall extend to and be binding upon the heirs, executors, administrators, and successors of the respective parties hereto as if they were in every case named and expressed.

HEADINGS: The headings and captioned in this Lease are for convenience only and shall not be considered part of the terms hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this the ___ day of _________, ___.

LESSOR:
HAWKINS COUNTY, TENNESSEE

By:

____
MARK DEWITTE
Hawkins County Mayor
150 E. Washington St. #2
Rogersville, TN 37857

LEESEE:

____
Signature

____
Printed Name

____
Address

____

STATE OF TENNESSEE:
COUNTY OF HAWKINS:

Personally, appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, **Mark DeWitte**, with whom I am personally acquainted and who, upon oath, acknowledged himself to be County Mayor of Hawkins County, Tennessee, the within named bargainor, and that he, as such County Mayor, being authorized to do so, executed the forgoing instrument for the purposes therein contained, by signing the name of Hawkins County Tennessee by himself as County Mayor.

WITNESS my hand an official seal at office in Hawkins County, Tennessee this the ___ day of ____________, _____.

____
NOTARY PUBLIC

My Commission Expires:_________

STATE OF TENNESSEE:
COUNTY OF HAWKINS:

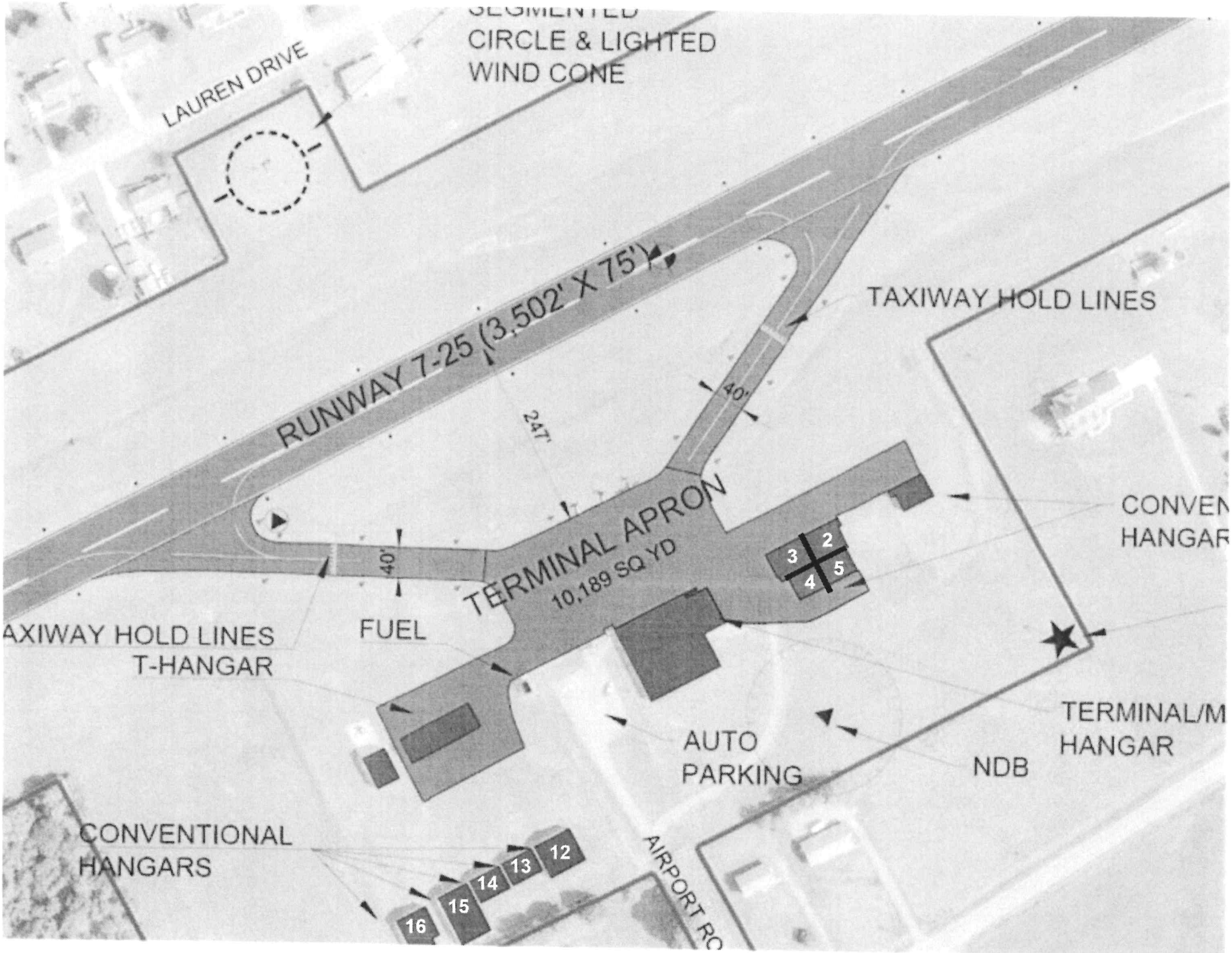
Personally, appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, **Charles Windham**, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and official seal at office in Hawkins County, Tennessee, this the ___ day of ____________, ___.

____

NOTARY PUBLIC

My Commission Expires:___________



SEGMENTED
CIRCLE & LIGHTED
WIND CONE
LAUREN DRIVE
RUNWAY 7-25 (3,502' X 75')
TAXIWAY HOLD LINES
40'
247'
TERMINAL APRON
10,189 SQ YD
40'
CONVEN
HANGAR
3
2
4
5
AXIWAY HOLD LINES
FUEL
T-HANGAR
TERMINAL/M
HANGAR
AUTO
PARKING
NDB
CONVENTIONAL
HANGARS
12
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AIRPORT RO

RESOLUTION

No. 2026/07/ 04

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 27th day of July 2026.

RESOLUTION IN REF: APPROVAL OF CONTRACT BETWEEN ETSU AND HAWKINS COUNTY FOR FORENSIC SERVICES

WHEREAS, Hawkins County is using the Quillen College of Medicine, Division of Forensic Pathology at ETSU for forensic services and has for several years; and

WHEREAS, ETSU has presented each county using their services with a new one-year contract. Said contract is attached.

THEREFORE, BE IT RESOLVED that the contract with ETSU for forensic services be approved contingent upon autopsies being performed within 2 days of arrival with the exception of arrival on a weekend; and upon receiving and investigative report within the state mandated 90-day period; and

THEREFORE, BE IT FURTHER RESOLVED that Mark DeWitte, County Mayor is authorized to sign said agreement.

Introduced By Esq. JASON ROACH, BUDGET COMM. CHAIR

Seconded By Esq.________________

Date Submitted 07-13-2026

Nancy A Davis
County Clerk

By: ________________

Chairman________________

ACTION:	**AYE**	**NAY**	**PASSED**
Roll Call			
Voice Vote			
Absent			

COMMITTEE ACTION

____

____

AGREEMENT

Between

East Tennessee State University

And

Hawkins County, Tennessee

This Agreement is made and entered into as of the 1st day of July 2026, by and between Hawkins County ("County") and East Tennessee State University, a state-owned university, on behalf of its Quillen College of Medicine, Division of Forensic Pathology, operating at the William L. Jenkins Forensic Center ("ETSU").

I. SCOPE OF SERVICES:

1. ETSU shall, within 90 days of contract execution:

   i. Provide consulting services to the County medical examiner and death investigators 365 days per year, 7 days per week, 24 hours per day, in order to determine medical examiner jurisdiction and direct case disposition during the term of the contract.

   ii. Maintain National Association of Medical Examiners ("NAME") Accreditation.

   iii. Conduct death investigations in accordance with Tennessee statutes, rules, guidelines, policies and procedures.

   iv. Dispatch a medical investigator employed by ETSU to select death scenes (i.e. homicides, infant/child deaths, and unusual circumstances) upon request.

   v. Provide autopsies for County upon request of the county medical examiner, district attorney general and anyone authorized by the county medical examiner or district attorney general or by law to order an autopsy.

   vi. Provide all building maintenance necessary for the William L. Jenkins Forensic Center ("WLJFC").

   vii. Provide information technology support to WLJFC.

   viii. Provide initial and continuing forensic training to county medical investigators, and county medical examiners at the forensic center.

ix. Provide quarterly reports to County Mayor's Office documenting use of service, quality of death investigation, and areas of improvement when necessary to meet standards of death investigations in accordance with Tennessee statutes, rules, guidelines, policy, and procedures in order to establish transparency with prevalent malfeasance.

2. County shall, within 90 days of contract execution:

i. Notify ETSU, verbally and in writing, of anticipated changes in current on-scene medical investigator and or county medical examiner personnel.

ii. Notify the county medical investigators, and county medical examiner that all cases reported to the medical examiner's office may be discussed with ETSU staff while County officials are present at the death scene, or as soon as practical when communication is limited by geography, to ensure quality, uniform death investigation and protect evidence against contamination and loss. ETSU will make qualified recommendations for case disposition to be considered at the discretion of the County Medical Examiner.

iii. Ensure that county medical investigators meet the qualifications as set out in Tenn. Code Ann. § 38-7-104 and WLJFC standard operating procedures.

iv. Maintain the capacity to conduct death investigations 365 days a year, 7 days a week, 24 hours a day in accordance with the requirements of Tenn. Code Ann. § 38-7-101 – 38-7-119 and WLJFC standard operating procedures.

v. Ensure death investigations are conducted in accordance with Tennessee statutes, rules, guidelines, policy and procedures by review of quarterly report produced by ETSU.

vi. Provide/maintain body transportation services that have capacity to respond to death scenes in a timely manner and are able to transport the body directly from the scene to the forensic center.

vii. Replenish disposable items for the field medical death investigators such as evidence bags, body bags, identification tags with chain of custody documentation, and personal protective equipment.

viii. Ensure that the on-scene medical death investigators have access to computer and digital camera.

ix. Ensure that the on-scene medical death investigators have the capacity to call the forensic center while at the scene and/or establish alternative communication if remote region prohibits cell or land line use (i.e. dispatch).

x. Ensure that the on-scene medical death investigators respond to scenes in a timely manner (generally within 30 minutes of notification of death).

II. CONTRACT TERM AND TERMINATION:

1. This Agreement is for a period of 12 Months commencing on July 1, 2026, and expiring on June 30, 2027. Parties shall commence performance of execution of this Agreement on or before July 1, 2026.

2. This Agreement may be immediately terminated by an party upon the occurrence of the following events:

   i. A court of competent jurisdiction determines that the Agreement violates any law of regulation; or

   ii. The loss or suspension of any license, accreditation or authorization that is required in order for a party to perform its obligations under this Agreement.

3. Notwithstanding any other provision in this agreement, this Agreement may be terminated by a party without cause upon 180 days written notice.

4. ETSU may immediately terminate the Agreement if County fails to perform its obligations under this agreement in a timely or proper manner. Notwithstanding the foregoing provision, County shall not be relived of liability to ETSU for damages sustained by virtue of any breach of this agreement.

III. PAYMENT TERMS AND CONDITIONS:

1. <u>Maximum Liability</u>. The payment rates in Section III. 2 shall constitute the entire compensation due ETSU per month. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by ETSU.

   The maximum liability represents available funds for payment to ETSU and does not guarantee payment of any such funds to ETSU under this Agreement unless ETSU performs said work outlined in Section I.1. of this Agreement. Upon performance in accordance with Section I.1., ETSU shall be paid in accordance with the payment rates detailed in section III.2.

2. Payment Methodology. ETSU shall be compensated based on the payment rates herein for services provided.

    i. ETSU's compensation shall be contingent upon the satisfactory completion of service defined in section I.1.

    ii. ETSU shall be compensated for service-based Payment Schedule hereto attached in Exhibit A.

IV. GENERAL PROVISIONS:

1. Modification and Amendment. This Agreement may be modified only by a written amendment executed and approved by all parties hereto in accordance with applicable Tennessee laws and regulations.

2. Prohibition of Joint Venture. The parties shall not engage in a joint venture with each other as a result of this agreement. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create an employer/employee relationship or to allow either to exercise control or direction of the manner of method by which the other transacts its business affairs or provides its usual services.

3. Legal Compliance. The parties hereto agree to act in compliance in all material respects with all applicable federal, state and local laws, including applicable regulations, administrative orders, which shall specifically include: 42 U.S.C. § 1395nn (the "Stark Law"), 31 U.S.C. § 3729 (the "False Claims Act"), or any similar provision relating to kickbacks, illegal referrals, illegal billings, privacy, and applicable regulations relating to health care, the health care industry, the provision of health care services, third-party reimbursements and public health and safety.

4. Liability. Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgements resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement. Any and all monetary claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Tennessee Claims Commission and liability shall be limited in accordance with the provisions of Tennessee law.

5. Cooperation. Each party agrees to cooperate with an assist each other Party with any complaints or investigations arising out of or in connection with the services provided under this Agreement. Nothing in this Agreement shall be construed to prevent any

employee or part from testifying at an administrative hearing, deposition or in court in response to lawful subpoena.

6. Nondiscrimination: Parties shall comply with federal and state laws which prohibit discrimination against individuals because of race, creed, color, sex, religion, age, national origin, disability or veteran status.

7. Notices. Any notice required or permitted to be given hereunder may be given by personal delivery or by registered or certified mail, an if given by mail, shall be deemed sufficiently given when deposited in the United States Mail, proper postage prepaid, registered or certified, return receipt requested, and addressed as follows:

   Hawkins County:
   Hawkins County Mayor's Office
   150 East Washington Street
   Rogersville, TN 37857

   ETSU:
   East Tennessee State University
   Quillen College of Medicine
   Finance and Administration
   PO Box 70420
   Johnson City, TN 37614-0569
   ATTN: Rusty Lewis, Executive Associate Dean/Finance and Administration

8. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Tennessee.

In consideration of the terms and conditions above, the undersigned execute this Agreement for the purpose of binding the Parties to the Provisions of the Agreement.

East Tennessee State University:

By: ________________________ Date: ________
Kimberly McCorkle,
Senior Vice President of Academics

Hawkins County, Tennessee:

By: ________________________ Date: ________
Mark DeWitte, Mayor

EXHIBIT A

PAYMENT SCHEDULE

HAWKINS COUNTY

July 1, 2026 – June 30, 2027		
Service Description	**Monthly Amount**	**Annual Amount**
Medical Examiner	$13,941.44	$167,297.33
Building Debt	$326.15	$3,913.80
Total Payment	$14,267.59	$171,211.13

RESOLUTION

No. 2026/07/ 05

To the HONORABLE MAYOR MARK DEWITTE, Chairman, and Members of the Hawkins County Commission in Regular Session, met this 27th day of July 2026

RESOLUTION IN REF: **APPROVAL TO SURPLUS TWO GM BUSES, LOCATED AT THE HAWKINS COUNTY RECYCLING CENTER, FORMERLY USED BY THE HAWKINS COUNTY SCHOOL SYSTEM**

WHEREAS, a vehicle that has been purchased with county funds by Hawkins County and that is being taken out of service by various Hawkins County offices is considered surplus property and must be disposed of properly; and

WHEREAS, when an office or department has a vehicle that is no longer needed or usable, the item must to be taken off the department inventory; and

WHEREAS, two GM buses previously used by the Hawkins County School System have been stored at the Hawkins County Recycling Center and need to be removed to make room at the facility; now

THEREFORE, the Hawkins County Commission gives permission to surplus and dispose of the following two vehicles with a report of method of disposal made to the Hawkins County Mayor's office.

QUANTITY	MAKE	YEAR	VIN #
1	GM BUS	2000	1GBHG31R5Y1242242
1	GM BUS	2000	1GBHG31F1Y1117096

Introduced By Esq. Robbie Palmer, Solid Waste Comm

Seconded By Esq.________________

Date Submitted 7-13-2026

County Clerk

By: Nancy L Davis

Mayor: ________________

Mark DeWitte, Mayor

ACTION:	AYE	NAY	PASSED
Roll Call			
Voice Vote			
Absent			

COMMITTEE ACTION

RESOLUTION

No. 2026/07/09

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 27th day of July 2026 .

RESOLUTION IN REF: TO PROHIBIT THE ESTABLISHMENT, CONSTRUCTION, INSTALLATION, EXPANSION, AND OPERATION OF CRYPTOCURRENCY MINING FACILITIES AND DATA CENTER FACILITIES IN THE UNINCORPORATED AREAS OF HAWKINS COUNTY, TENNESSEE, PURSUANT TO AUTHORITY EXERCISED UNDER THE COUNTY POWERS ACT AND RESOLUTION NO. 2012/08/03.

WHEREAS, cryptocurrency mining facilities and data center facilities often impose extraordinary demands on electrical transmission and distribution infrastructure, including substations and on-site power generation, in a manner disproportionate to any benefits they may provide to the county by way of taxes or employment opportunities, and are incompatible with the peaceful enjoyment of property by county residents; and

WHEREAS, cryptocurrency mining facilities and data centers often utilize on-site generators that burn fossil fuels andemit toxic air pollution including formaldehyde, nitrogen oxides, and other chemicals; and

WHEREAS, such facilities may require substantial water usage, cooling infrastructure that uses environmentally harmful chemicals, or other utility-intensive operations that may burden local natural resources and public infrastructure; and

WHEREAS, the continuous operation of cooling equipment, ventilation systems, and power-generation or transmission equipment associated with such facilities may create persistent industrial noise and other nuisance conditions incompatible with rural residential and agricultural uses; and

WHEREAS, the Hawkins County Board of Commissioners finds that cryptocurrency mining facilities and data centerfacilities are incompatible with the county's existing rural, agricultural, and low-density residential land-use patterns, and present a threat to the health, safety, comfort, morals, and welfare of its citizens; and

WHEREAS, the County Powers Act, Tenn. Code Ann. § 5-1-118(c)(1), allows counties to adopt and exercise the powers granted to all or certain municipalities by Tenn. Code Ann. § 6-2-201(22) & (23); and

WHEREAS, by Resolution No. 2012/08/03, which was passed by two-thirds vote on August 27, 2012, the Hawkins County Commission adopted those powers granted to municipalities pursuant to Tenn. Code Ann. § 6-2-201(22) & (23), thereby giving the county authority to adopt measures necessary to protect the welfare of its citizens; and

WHEREAS, such powers are described by law as the ability to:

Define, prohibit, abate, suppress, prevent and regulate all acts, practices, conduct, businesses, occupations, callings, trades, uses of property and all other things whatsoever detrimental, or liable to be detrimental, to the health, morals, comfort, safety, convenience or welfare of the inhabitants of the municipality, and exercise general police powers; and

Prescribe limits within which business occupations and practices liable to be nuisances or detrimental to the health, morals, security or general welfare of the people may lawfully be established, conducted or maintained.

NOW, THEREFORE, BE IT RESOLVED, that no person or entity shall establish, construct, install, locate, operate, or expand a cryptocurrency mining facility or data center facility within the unincorporated areas of Hawkins County, Tennessee; and

BE IT FURTHER RESOLVED that any such land use is hereby declared incompatible with the health, safety, comfort, morals, and welfare of the residents of Hawkins County; and

BE IT FURTHER RESOLVED, that for purposes of this Resolution and prohibition, the following definitions shall apply:

"Cryptocurrency mining facility" means a facility, building, structure, or site, or any portion thereof, that is primarily used for the operation of computers, servers, application-specific integrated circuits (ASICs), graphics processing units (GPUs), or other electronic equipment to validate blockchain transactions, secure a distributed ledger, solve cryptographic algorithms, or perform any other operation for the purpose of receiving, earning, or generating cryptocurrency or other digital assets, together with associated cooling systems, ventilation equipment, primary and backup power generation equipment including generators, turbines, fuel cells, battery storage systems, and related electrical infrastructure, substations, and other utility infrastructure that support such operations. The term does not include electronic equipment that is accessory to, and customarily incidental to, the principal use of the property for another lawful business purpose; and

"Data center facility" means a facility, building, structure, or site, or any portion thereof, that is primarily used to house and operate servers, computers, storage devices, network equipment, and related information technology infrastructure for processing, storing, transmitting, hosting, or managing electronic data or digital services, together with associated cooling systems, ventilation equipment, primary and backup power generation equipment including generators, turbines, fuel cells, battery storage systems, and related electrical infrastructure, substations, and other utility infrastructure that support such operations. The term does not include electronic equipment or information technology infrastructure that is accessory to, and customarily incidental to, the principal use of the property for another lawful business purpose; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its passage, the public welfare requiring it.

Introduced By Esq. Robbie Palmer

Seconded By Esq.________________

Date Submitted 07-14-2026

Nancy L Davis
County Clerk

By: ________________

Chairman________________

ACTION:	**AYE**	**NAY**	**PASSED**
Roll Call			
Voice Vote			

Absent _______

COMMITTEE ACTION

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

Resolution No. 2026/07/10

AS CLERK OF THE COUNTY OF HAWKINS, TENNESSEE
I HEREBY CERTIFY TO THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF NOTARY PUBLIC DURING THE JULY 27, 2026 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
1 Melanie M. Arpaio	1120 Longs Bend Rd Rogersville, TN 37857	207 E Washington St (Looking Forward Counseling LLC) Rogersville, TN 37857
2 Jim Lee Bare	305 Independence Ave Mount Carmel, TN 37645	305 Inpendence Ave (No One) Mount Carmel, TN 37645
3 Misty Clevinger	161 Howard Elkins Rd Rogersville, TN 37857	135 W Main St (Southern Dwellings) Kingsport, TN 37660
4 Tashya Goodson	568 Stoney Point Rd Surgoinsville, TN 37873	755 Hwy 11-W (Kingsport Press Credit Union) Church Hill, TN 37642
5 Shea Lynn Halling	688 War Valley Rd Rogersville, TN 37857	688 War Valley Rd (Self) Rogersville, TN 37857
6 Sasha Hutchinson	189 N Fork Branch Rd Rogersville, TN 37857	189 N Fork Branch Rd (Self) Rogersville, TN 37857
7 Samuel McMurry	1545 Christian Bend Rd Church Hill, TN 37642	101 N Depot St (Hawkins County EMS) Rogersville, TN 37857
8 Hannah Sawyer	2240 Main St Surgoinsville, TN 37873	2240 Main St (Self) Surgoinsville, TN 37873
9 Michael D. Stice	1072 Wellington Blvd Kingsport, TN 37660	2404 N John B. Dennis Hwy (Holmes & Stice PLC) Kingsport, TN 37660
10 Elizabeth A. Swiney	318 McArthur Ln Church Hill, TN 37642	1401 E Main St (USDA, Farm Service Agency) Rogersville, TN 37857
16		
17		
18		

Signature

(Seal)

Clerk of the County of Hawkins, Tennessee

Date