



CANON SOLUTIONS AMERICA

State of Tennessee Contract Quote Sheet

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: 1067

Date: 12/10/2020

BILL TO: ("Customer")

Customer Name: Anderson County

Dept: Director of Accounts + Budgets

Address: 100 N. Main St, Room 210

City/State/Zip: Clinton, TN 37716

Phone: 865-457-6222

Email: tspitzer@andersoncourts.org

Fax #: 865-264-6249

Name & Title: Tracy Spitzer, Juvenile Court

Director

SHIP TO: (if different)

Customer Name: Tracy Spitzer / Anderson County

Dept: Anderson Co. Juvenile Court

Address: 101 S. Main St, Suite 200

City/State/Zip: Clinton, TN 37716

Phone: 865-457-6222

Email: tspitzer@andersoncourts.org

Fax: 865-264-6249

CSA to Pick Up Current Copier if Completed:

Make: _____

Model: _____

Serial #: _____

ImageClass MF449DW

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	ImageClass MF449DW MONTHLY RENTAL Cost Per Copy Charges apply		3514C002
Equipment Maintenance cost per copy/print includes toner and staples: B/W CPC: \$ 0.0205			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
1	Cassette Unit - AH1		0732A033
1	Install PAK		3537V015
1	Printer connectivity		2368V991
1	HID Card Scanner/Follow me print		3575B678
1	Tracking Software		3575B436
THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS, AS APPLICABLE, NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING.			

TOTAL: \$23.50

 Auto Toner Fulfillment **(Requires use of imageWare Remote)

Send Signed Purchase Order or Email to:

Canon Solutions America, Inc.
Attn. Mark Choate

402 BNA Drive, Ste. 360

Nashville, TN. 37217

-- OR --

Fax: 615.360.5088 - Attn. Mark Choate

Email: jchoate@csa.canon.com

Send Payments To:

Canon Financial Services, Inc.

14904 Collections Center Drive

Chicago, IL 60693

APPROVED AS TO LEGAL FORM

ICMF449DW Rental

N. Jay Yeager
Anderson County Law Director



OFFICE OF THE SHERIFF
RUSSELL BARKER, SHERIFF
ANDERSON COUNTY, TN

February 1, 2021

Chairman Shain Vowell
Anderson County Budget Committee
100 N. Main Street, Room 118
Clinton, TN 37716

In Re: Budget Amendment for Detention Facility Camera Project

Chairman Vowell and Members of the Committee:

The budget amendment I am requesting covers the change order submitted for the Detention Facility Camera Project with ESG and Southwest Communications. This amount covers:

- Relocation of Equipment Room - \$3,536.00
- Updating Software of 4 Touch Screens - \$9,135.60
- Replacement of Touch Screen #2 - \$16,036.75

Totaling: \$28,708.35

The bulk of this cost is a result of our touch screen monitor needing to be replaced as well as the software it requires to work with the new camera system being installed. The relocation of the equipment room is imperative as the current location that was installed years ago, is barely accessible for maintenance and repair, if needed. It is currently located under a desk in our central control room which causes a disruption within the most vital room in our facility should maintenance or repair be needed.

Please feel free to contact me at any time should you have any questions.

Your consideration to this request is great appreciated. Thank you for all you do for Anderson County.

Sincerely,


Tyler Mayes

DRAFT AIA® Document G701™ - 2017

Change Order

PROJECT: <i>(Name and address)</i> Anderson County Government 100 North Main Street Clinton Tenn. 37716	CONTRACT INFORMATION: Contract For: CPTRI00526 Date: 1/25/2021	CHANGE ORDER INFORMATION: Change Order Number: 3 Date: 1/25/2021
OWNER: <i>(Name and address)</i> Anderson County Government 100 North Main Street Clinton Tenn. 37716	ARCHITECT: <i>(Name and address)</i> N/A	CONTRACTOR: <i>(Name and address)</i> Energy Systems Group, LLC 9877 Eastgate Court Newburgh, IN 47530

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Camera upgrade at the Anderson County Detention Center. This change order is for the addition of 9 cameras at no cost to the owner. The relocation of the equipment room, the upgrade of four touchscreens and the replacement of 1 touchscreen at the owners cost of \$28,708.35. This will not affect the Guarantee.


The original Contract Sum was
 The net change by previously authorized Change Orders
 The Contract Sum prior to this Change Order was
 The Contract Sum will be increased by this Change Order in the amount of
 The new Contract Sum including this Change Order will be
 The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be May 7, 2021

\$	7,866,213.00
\$	82,885.00
\$	7,949,098.00
\$	28,708.35
\$	7,977,806.35

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

N/A ARCHITECT <i>(Firm name)</i>	Energy Systems Group, LLC CONTRACTOR <i>(Firm name)</i>	Anderson County Government OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	Mayor, Terry Frank PRINTED NAME AND TITLE
DATE	DATE	DATE

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 10/01/2019		End Date 09/30/2021		Agency Tracking # 34101-07621	
Grantee Legal Entity Name ANDERSON COUNTY					Edison ID 4145
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient			CFDA # 97.042 Grantee's fiscal year end June 30th		
Service Caption (one line only) EMERGENCY MANAGEMENT PERFORMANCE GRANT FEDERAL FISCAL YEAR 2020					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021		33,500.00			33,500.00
TOTAL:		33,500.00			33,500.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection <input checked="" type="checkbox"/> Non-competitive Selection			This contract is in the best interest of the State. It is in accordance with the Federal Emergency Management Agency, Emergency Management Performance Grant Program, established by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. § 5121 et seq.), to provide grant funding to assist state emergency management agencies and local emergency management agencies in obtaining the resources required to support the National Preparedness Goal's associated Mission Areas and Core Capabilities. This grant increases the State and local effectiveness by providing the necessary direction, coordination, guidance, and assistance as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards. The Grants are open to all local governments, state agencies, tribal and territorial governments as authorized by Section 662 of the Post Katrina Emergency Management Reform Act (6 U.S.C. § 762) This contract was negotiated with a local governmental entity which follows the state and local procurement laws, federal government Office of Management and Budget (A-87, Principles for State, Local, and Indian Tribal Governments), and in accordance with the Code of Federal Regulations 44.13.36 for procurement.		
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) 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
ANDERSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Anderson County, hereinafter referred to as the "Grantee," is for the provision of pass-through funding to subsidize emergency management, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4145

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. Each Grant will be in accordance with items outlined in Tennessee Code Annotated (TCA) 58-2-110; et al., the Program Worksheet (PW) as approved by the appropriate Regional Director (RD) of the Tennessee Emergency Management Agency (TEMA) and in coordination with the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD) and the local Emergency Management Agency (EMA).
- A.3. Each Grant will incorporate the PW as a part of Attachment 2.
- A.4. Incorporation of Additional Documents. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, the following documents, incorporated by reference or attachment, shall govern in order of precedence as detailed below.
- a. this Grant Contract and all of its attachments and exhibits, excluding the documents listed at b. and c., below;
 - b. the associated grant proposal solicitation, if any, along with any associated amendments; and
 - c. the Grantee's proposal (Attachment 2) incorporated hereto as additional description of the scope of services requirements.
- A.5. The Federal Award Identification Worksheet shall be included as a part of this grant contract and designated as Attachment 3.

B. TERM OF CONTRACT:

- B.1 This Grant Contract shall be effective on October 1, 2019 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"), thereby ending on September 30, 2021 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be

predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:

- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
- b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
- c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
- d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
- e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
 - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
 - (2) the relevant federal agency fails or refuses to finalize a grant; or
 - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
- f. The start date of the State's federal preaward authority is October 1, 2019.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Grant Contract exceed thirty-three thousand five hundred dollars and 00/100 (\$ 33,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. **Compensation Firm.** The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. **Payment Methodology.** The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency
EMPG Program
3041 Sidco Drive
Nashville, TN 37204

- 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 Military, Tennessee Emergency Management Agency.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written

approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

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

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

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Todd Jones, Director
East TN Region
803 N. Concord St.
Knoxville, TN 37919
todd.jones@tn.gov
Phone #: (865) 594-5678
FAX #: (865) 594-5668

Brent Morse, Director
Middle TN Region
3041 Sidco Drive
Nashville, TN 37204
brent.morse@tn.gov
Phone #: (615) 741-0231
FAX #: (615) 741-0498

Jane Waldrop, Director
West TN Region
1510 R. E. Bailey Bypass
Jackson, TN 38302
jane.waldrop@tn.gov
Phone #: (731) 426-0630
FAX #: (731) 423-6621

The Grantee:

Terry Frank, County Mayor
Anderson County
100 North Main Street, Suite 208
Clinton, TN 37716

tfrank@andersontn.org
 Telephone #: (865) 457-6200
 FAX #: (865) 457-6270

Point of Contact:

Steve Payne, Director
 Anderson County EMA
 111 South Charles G. Seivers Boulevard
 Clinton, TN 37716
paynkey@hotmail.com
 Telephone #: (865) 457-6767
 FAX #: (865) 457-6557

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

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

- D.9. **Subject to Funds Availability.** This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. **Nondiscrimination.** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance.** The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary

to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 4 notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 4 shall complete Attachment 5. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. 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.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a

licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination.

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

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). 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 applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal

law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.5. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/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 requirements, including but not limited to those set forth herein, of FFATA 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 section 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/excomp.htm>).

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 is awarded.
- c. If this Grant 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 becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant 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.6. Compliance With National Incident Management System (NIMS). The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the NIMS Implementation yearly survey.

IN WITNESS WHEREOF,

ANDERSON COUNTY:

GRANTEE SIGNATURE

DATE

TERRY FRANK, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

**MG JEFFREY H. HOLMES, THE ADJUTANT GENERAL,
MILITARY DEPARTMENT**

DATE

**I certify that this entity meets Civil
Rights Title VI compliance.**

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

ATTACHMENT 1

GRANT BUDGET				
GRANTEE NAME: Anderson County EMERGENCY MANAGEMENT PERFORMANCE GRANT 2020				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 10/01/2019 END: 09/30/2021				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	33,500.00	33,500.00	67,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	33,500.00	33,500.00	67,000.00

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

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

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT 1

PAGE 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FUNDING OF TRAINING, EXERCISES, PLANNING, MANAGEMENT & ADMINISTRATION AND EQUIPMENT PURCHASES ALLOWABLE UNDER THE FFY 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM	33,500.00
TOTAL	33,500.00



Military

TEMA

2020 Program Worksheet __Anderson__ County

<i>Task/Program Elements</i>	<i>Projected Quarter Completion</i>
EMAP STANDARD 3.1 – Program Administration, Plans & Evaluation	
<ul style="list-style-type: none"> Review Basic Emergency Operations Plan annually and update as required. 	4 th Quarter
<ul style="list-style-type: none"> Annual Program Worksheet is completed and signed by County Emergency Management Director. 	1 st Quarter
EMAP STANDARD 3.2 – Program Coordinator	
<ul style="list-style-type: none"> Current letter of appointment is on file with TEMA. 	1 st Quarter
<ul style="list-style-type: none"> Director or designee will attend regional directors' meetings 	On Occurrence
EMAP STANDARD 3.3 – Advisory Committee	
<ul style="list-style-type: none"> EM Advisory Committee meet on a regular basis and includes the "whole community" approach to EM. (if applicable) 	On Occurrence
EMAP STANDARD 4.1 – Administration and Finance	
<ul style="list-style-type: none"> Submit Staffing Pattern and Salary and Benefits form to the regional office with a letter from County Mayor requesting EMPG funding for the next FFY by 30 June. 	3 rd Quarter
<ul style="list-style-type: none"> Ensure all files relating to emergency management funding and activities are current and open for review. 	Quarterly
<ul style="list-style-type: none"> Submit Quarterly Activity Reports by the 15th day of each new federal fiscal quarter to the Regional Office. 	Quarterly
<ul style="list-style-type: none"> Submit quarterly Funding Certification with supporting documentation by the 15th day of each new federal fiscal quarter to the Regional Office. 	Quarterly
EMAP STANDARD 4.2 – Laws and Authorities	
<ul style="list-style-type: none"> Review the Local Ordinance/Executive Order that established the Local EMA Office and up-date the document as needed to remain in compliance with the TCA, Title 58-Chapter 2, Part 1 (Disasters, Emergencies and Civil Defense.) 	1 st Quarter
EMAP STANDARD 4.3 – Hazard Identification & Risk Assessment	
<ul style="list-style-type: none"> Review the counties Hazard and Vulnerability Assessment and make adjustments as needed. 	3 rd Quarter
EMAP STANDARD 4.4 – Hazard Mitigation	
<ul style="list-style-type: none"> Review and update Hazard Mitigation Plan as needed/required 	3 rd Quarter
EMAP STANDARD 4.5 – Prevention and Security	
<ul style="list-style-type: none"> Be an active member of the Homeland Security District; attend meetings and insure the county is meeting district goals and objectives. 	Quarterly
EMAP STANDARD 4.6 – Planning	
<ul style="list-style-type: none"> Review and update Annex and ESFs to the BEOP as required 	4 th Quarter
<ul style="list-style-type: none"> Attend LEPC meetings and provide a copy of each LEPC meeting minutes to the Regional Office 	On Occurrence



Military

TEMA

2020 Program Worksheet __Anderson__ County

EMAP STANDARD 4.7 – Incident Management	
<ul style="list-style-type: none"> Report incidents and missions to the SEOC/SWP and/or regional office in a timely manner. Note mission and incident and other EM activities in the quarterly report. Utilize TEMA’s WebEOC as a disaster management/information tool 	<p>On Occurrence</p> <p>Quarterly</p> <p>On occurrence</p>
EMAP STANDARD 4.8 – Resource Management and Logistics	
<ul style="list-style-type: none"> Develop/update Resource management SOG for the County 	1 st Quarter
EMAP STANDARD 4.9 – Mutual Aid	
<ul style="list-style-type: none"> Review Established procedures for requesting and receiving Mutual Aid Resources based local agreements and state law. 	4 th Quarter
EMAP STANDARD 4.10 – Communications and Warning	
<ul style="list-style-type: none"> Test local communications and warning systems on a regular basis. Establish connectivity with Tennessee Early Warning Advisory System (TEWAS) to the 24-hour warning point and check monthly. Update key elected and appointed officials contact list using state provided format on a quarterly basis. 	<p>Monthly</p> <p>Monthly</p> <p>Quarterly</p>
EMAP STANDARD 4.11 – Operations and Procedures	
<ul style="list-style-type: none"> Ensure operational checks are performed on all assigned radiological detection equipment. Review and update operational checklist for EOC activation. Review and update operational checklists for CRP and POD operations 	<p>Quarterly</p> <p>2nd Quarter</p> <p>2nd Quarter</p>
EMAP STANDARD 4.12 – Facilities	
<ul style="list-style-type: none"> Ensure the program has a primary and alternate facility identified and capable of coordinating and supporting sustained response and recovery operations. 	1 st Quarter
EMAP STANDARD 4.13 – Training	
<ul style="list-style-type: none"> Develop a Multi-Year Training Plan (2 year) Complete the annual NIMS reporting tool as required (due 10 Dec) Maintain records on NIMS requirements and encourage all agencies to meet the training objectives. Demonstrate a good faith effort in coordinating and conducting required NIMS training for EM personnel in accordance with NIMS recommendations Coordinate and conduct specialty, hazardous materials and general emergency management training for the jurisdiction’s response personnel. Director or designee attends the TEMA/EMAT Annual Training Workshop. 	<p>4th Quarter</p> <p>1st Quarter</p> <p>Quarterly</p> <p>3rd Quarter</p> <p>As required</p> <p>On Occurrence</p>



Military

TEMA

2020 Program Worksheet Anderson County

<p>Note: Should the Director or designee not be able to attend due to unforeseen circumstances, an extraordinary circumstance statement should be submitted to the Regional Administrator before the conference date.</p> <ul style="list-style-type: none"> • Complete WebEOC Training • Complete Damage Assessment/Initial Impact Assessment Training • Emergency Management Director and paid staff receiving EMPG funding must complete the Independent Study Professional Development Series courses and complete the basic NIMS training (IS 100, IS 200, IS 700 & IS 800) as required. 	<p>2nd Quarter 2nd Quarter Quarterly</p>
<p>EMAP STANDARD 4.14 – Exercises, Evaluations and Corrective Actions</p>	
<ul style="list-style-type: none"> • Complete/update the multi-year exercise plan based on local hazards. • EMPG funded positions will participate in a minimum of 3 exercises and submit required documentation as required by EMPG Guidance (An actual occurrence may NOT be substituted for an exercise.) • Local EMA to participate with Severe Weather Awareness Week activities. 	<p>4th Quarter Quarterly 2nd Quarter</p>
<p>EMAP STANDARD 4.15 – Crisis Communications, Public Education and Information</p>	
<ul style="list-style-type: none"> • Provide public education, information programs and presentations that provide education and information through the whole cycle of emergency management: preparedness, response, recovery and mitigation. 	<p>As requested</p>

Steve Payne
(Print) Local Director

Steve Payne
Signature

11-15-19
Date

Josh Garner
(Print) District Coordinator

Josh Garner
Signature

12-2-19
Date

Todd J Jones
(Print) Regional Administrator

Todd J Jones
Signature

1-27-2020
Date Approved

ATTACHMENT 3

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Anderson County
Subrecipient's DUNS number	074901612
Federal Award Identification Number (FAIN)	EMA-2020-EP-00001-SO1
Federal award date	05/28/2020
CFDA number and name	97.042 Emergency Management Performance Grant
Grant contract's begin date	10/01/2019
Grant contract's end date	09/30/2021
Amount of federal funds obligated by this grant contract	33,500.00
Total amount of federal funds obligated to the subrecipient	Consolidate data not available
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,046,379.00
Name of federal awarding agency	U.S. Department of Homeland Security
Name and contact information for the federal awarding official	Valerie Ann Rhoads, Assistant Officer FEMA Region IV 3003 Chamblee Tucker Road Atlanta, GA 30341
Is the federal award for research and development?	NO
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT 4

Notice of Audit Report

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

- Anderson County is subject to an audit for fiscal year 2021.
- Anderson County is not subject to an audit for fiscal year 2021.

Grantee's Edison Vendor ID Number: 4145

Grantee's fiscal year end: June 30th

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

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

ATTACHMENT 5

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 4145

Is Anderson County a parent? Yes No

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

Is Anderson County a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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

Anderson County Government Employee Paramedic School Tuition Agreement

This Tuition Agreement is made on January 1, 2021 by and between, Elizabeth Chappellear (Employee) and Anderson County Emergency Medical Services (ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the AEMT program at Roane State Community College (RSCC), beginning on or about January 19th, 2021 and ending on or about December 10th, 2021.

Witnesseth:

Section 1: Tuition Payment. ACEMS agrees to pay RSCC directly for the course cost, including fees and books in the amount of no more than \$10,000, as long as the Employee is actively full-time employed by ACEMS, AND, the employee and ACEMS agree to continue full-time employment for a period no less than three (3) years after obtaining of paramedic State EMS License. (ACEMS will not pay for testing fees, which are considered a separate cost from the school requirements). Should the employee leave in the first year of the agreement, the employee will be required to repay the whole amount. Should the employee leave in the second year of the agreement they will pay back two-thirds of the reimbursement amount. Should the employee leave in the final year of the agreement they will pay back one-thirds of the reimbursement amount.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"):

- a. Employment of the Employee at ACEMS terminates prior to the completion of the Program for any reason whatsoever, including resignation by Employee, or dismissal by Employer with or without cause; but excluding layoffs due to staff downsizing.
- b. Employment of the Employee at ACEMS terminates prior to the completion of the three years after obtaining of paramedic State EMS License.
- c. Failure to complete/pass the paramedic program.
- d. Failure to obtain state paramedic license, once all testing opportunities have been exhausted.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority

assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 5: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Employee's services under this Agreement.

Section 6: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Section 7: No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 8: Waiver. A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 9: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 10: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 11: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 12: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

Section 13: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 14: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 15: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 16: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

Section 17: Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Section 18: Assignment. This Agreement is not assignable.

Section 19: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:

For Anderson County:

Signature

Nathan Sweet, Director of Emergency
Medical Services

Print Full Name

Date: _____

Date: _____

Address: _____

Approved as to Form:

County Law Director

CONDOMINIUM LEASE AGREEMENT

Landlord: 7, LLC
Tenant: **ANDERSON COUNTY, TENNESSEE**
Date: March 1, 2021

This **CONDOMINIUM LEASE AGREEMENT** made this the 1st day of March, 2021, between 7 LLC, (hereafter referred to as "Landlord"), and Anderson County, Tennessee (hereafter referred to as "Tenant").

WHEREAS, Landlord is the owner of Unit Number 1A in a condominium known as The 301 Broadway Condominiums, located at 301 Broadway, Oak Ridge, Tennessee (hereafter referred to as "Premises"); and

WHEREAS, Landlord desires to lease the Premises to Tenant; and

WHEREAS, Tenant desires to rent the said condominium unit,

NOW, in consideration of the mutual promises contained herein, it is agreed as follows:

1. Lease. Landlord hereby leases to Tenant Unit Number 1A in a condominium known as The 301 Broadway Condominiums, located at 301 Broadway, Oak Ridge, Tennessee, together with all of Landlord's rights in and to the common areas of the condominium. "Common Areas" shall include, but not be limited to, the sidewalks, roads, parking lots, etc., located on the development, as well as hallways and staircases, and the storage areas located within the building housing Tenant's unit.

2. Term. The term of this Lease shall be for three (3) years, commencing on **March 1, 2021**, and terminating on **February 28, 2024**. If Tenant shall remain in possession of the Premises at the expiration of the Lease term, Tenant shall become a tenant by the month at the monthly rental paid for the last month of the Lease term, to be paid as aforesaid, and Tenant shall be subject to all of the agreements and conditions herein contained. Either party shall give to the other at least **thirty (30) days'** written notice of any intention to terminate this Lease during any extension, renewal, or holdover term. There are no options to extend or renew the Lease.

Provided that Tenant is not in material default under this Lease beyond any applicable cure period(s), an intended third-party beneficiary named: Family Justice Center of Anderson County, Inc. which shall have the option, exercisable only during the last month of the Lease, to purchase unit 1A for \$175,000.00 subject to condominium association rules and restrictions in a form substantially similar to the Proposed Condominium Association Agreement dated prior to this Lease. Said amount is in addition to all normal monthly rental payments coming due during the term hereof. The option to purchase shall expire at the end of the original Lease term. The intended third-party beneficiary must exercise its option by providing timely written notice to the Landlord at the address set forth herein.

3. Condominium association. Landlord shall pay all mandatory fees and dues to the condominium owners' association. In addition, Landlord is responsible for all other costs pertaining to the property during the initial 3-year term including, real estate taxes, utilities (water, gas, and electric), trash services, and landscaping. Tenant shall have the right to use all condominium facilities listed, above, in Paragraph 1. Landlord reserves the right to vote at all meetings of the condominium owners' association. Tenant agrees to abide by all rules, regulations, and policies of the condominium owners' association. Tenant shall provide the

Landlord with a copy of any notice of violation within forty-eight (48) hours of receipt of such notice. Tenant will immediately take all steps required to cure such violation if such violation has been caused by Tenant's act, neglect or omission.

4. Rent. The annual rent shall be the sum of \$48,000.00, to be paid in equal monthly installments of \$4,000.00 on the first day of each month during the term of this Lease, commencing March 1, 2021. If this Lease is extended or renewed for an additional period, or if Tenant should holdover as set forth in Paragraph 2 above, then Tenant shall pay during such extension or renewal term or holdover period, at the same time and in the same manner, in addition to the rent set forth in this Lease the amount by which Landlord's monthly condominium assessments exceed \$1.00, plus the amount by which one twelfth of Landlord's total annual real estate taxes on the Premises exceed \$1.00. Landlord shall notify Tenant of any increases in these assessments and taxes.

5. Condition of Premises. Tenant acknowledges that Tenant has inspected the Premises and agrees to accept the Premises in an "as-is" condition, with all faults, and the acceptance of this Lease shall be deemed conclusive evidence that the Premises are on the date hereof in satisfactory condition and repair, unless otherwise specified herein. Tenant agrees that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Premises, and no promises have been made to alter, repair, decorate, or improve the Premises.

6. Maintenance and Repairs. Tenant shall take good care of the Premises and keep the same free from waste at all times. Tenant shall not overload the floors in the Premises, nor deface or injure the Premises. Tenant shall keep the Premises and sidewalks, service-ways and loading areas adjacent to the Premises neat, clean and free from dirt, rubbish, ice or snow at all times. Tenant shall store all trash and garbage within the Premises or in a trash dumpster or similar container provided by Tenant, at Tenant's sole cost, and approved by the Landlord as to type, location and screening. Tenant shall contact the Landlord and the condominium owners' association in the event any external repairs are required, e.g., repair or replacement of window shutters. Landlord shall be responsible for all plumbing and heating and air conditioning repairs, provided that such repairs are not occasioned by the act, neglect or omission of Tenant, its agents, or invitees. All other repairs shall be made by Tenant at its own cost and expense. Tenant shall make such repairs promptly and in a workmanlike manner. Tenant shall suffer no liens against the unit for the cost of labor, materials or otherwise in connection with repairs. Tenant shall maintain the Premises in good order and repair at all times. Tenant shall return the Premises in the same condition as existed at the commencement of this Lease, reasonable wear and tear excepted.

The parties have contemplated that certain alterations to the Premises are needed to make the building compliant with current building code, Americans with Disabilities Act (ADA) requirements or the Tenant's intended use. To the full extent possible subject to funding and applicable governmental requisitioning requirements, Tenant shall arrange and fund acquisition of the materials necessary for the listed alterations to the Premises. Landlord shall furnish labor and other things needed to complete the alterations. The alterations shall be completed in consultation with Tenant in a commercially reasonable manner and shall generally include:

1. Office infill modifications to include metal stud painting gyp finish walls to underside of existing ceiling system, minor relocation of existing HVAC diffusers, new wood doors and hardware, an interior window in each office, and minor painting;
2. Hallway access door that will include the removal of an existing wall, the inclusion of a new door and hardware, and minor painting;
3. Subdivision of the open office into a waiting room with sliding window, children's room with access to the lobby and reception area, and waiting room;
4. Addition of viewing windows to reception and children's into existing walls;
5. Addition of a new door that connects office spaces 1 and 2, as well as a demising wall between the two suites;
6. Making men's and women's restrooms ADA compliant with renovation to include a handicapped commode, stall, grab handles and any other necessary modifications; and
7. Modifying the stairwell entrance to the East end of the building by making the handrail code compliant for safety.

Landlord and Landlord's agents and employees shall not be liable to Tenant, nor to Tenant's employees, agents or visitors, nor to any other person whomsoever, for any injury to person or damage to property caused by the Premises becoming out of repair or by defect or failure of any structural element of the Premises or of any equipment, pipes or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity, or oil leaking, escaping or flowing into the Premises (except where due to Landlord's willful failure to make repairs required to be made by Landlord hereunder, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs), nor shall Landlord be liable to Tenant, nor to Tenant's employees, agents or visitors, nor to any other person whomsoever, for any loss or damage that may be occasioned by or through the acts or omissions of other tenants or of any other persons whomsoever, excepting only duly authorized employees and agents of Landlord. Landlord shall not be held responsible in any way on account of any construction, repair or reconstruction (including widening) of any private or public roadways, walkways or utility lines.

7. Alterations. Tenant may paint the interior of the Premises without approval of the Landlord. Any other alterations shall be made only with the prior written approval of the Landlord. Landlord shall have the right to reject any proposed alterations either with or without cause.

8. Insurance. The parties acknowledge that the exterior structure of the unit is covered by the condominium owners' association's blanket insurance policy. The interior of the unit, including wall coverings and interior walls, carpeting, cupboards, appliances and personalty must be covered by Tenant's insurance policy and in an amount that is satisfactory to the Landlord. Tenant shall obtain such a policy at its sole expense. The policy shall name Landlord and Tenant as co-insureds. The policy shall provide for the giving of notice of cancellation to the Landlord at least 30 days prior to the effective date of cancellation.

9. Laws and regulations. Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests and directives of all governmental authorities, Landlord's insurers, and similar authorities and agencies. Notices received by Tenant from any authority or entity must be promptly delivered to the Landlord. Tenant may not do anything on the Premises to

increase the condominium owners' association's insurance premiums. If Tenant violates this provision and such violation results in an increase in the amount of such premiums, Tenant will be liable for the increase in premiums.

10. Assignment and Sublease. Tenant must not assign this Lease, sublet all or part of the Premises, or permit any other person to use the Premises without the prior written approval of the Landlord. If Tenant violates this provision, Landlord has the right to cancel the Lease Agreement pursuant to Paragraph 14 ("Tenant's Default"). Notwithstanding the foregoing, Tenant may assign its rights hereunder to the Family Justice Center of Anderson County, Inc., in connection with an exercise of the option to purchase described in Section 2, *supra*.

11. Entry by Landlord. The Tenant agrees to allow the Landlord to enter the leased Premises at any reasonable hour to repair, inspect, install or work upon any fixture or equipment in said leased Premises and to perform such other work as Landlord may deem necessary. In addition, Tenant agrees to permit Landlord and/or Landlord's Agent to show the Premises to persons wishing to rent or purchase the same during the reasonable hours of any day during the term of this Lease Agreement. Tenant will permit the usual notices of "For Rent" or "For Sale" to be placed upon conspicuous portions of the walls, doors or windows of said Premises and remain thereon without hindrance or molestation. Prior to entry, Landlord will give Tenant twenty-four (24) hours' prior notice in all non-emergency situations.

12. Fire or Other Casualty. In the event of damage by fire or other casualty, if the damage is such that, in the opinion of the Landlord, the Premises are still usable as a commercial building, this Lease shall remain in effect during repairs.

In the event that the Premises are not usable as a commercial building, either party may cancel this Lease by giving notice to the other party within thirty (30) days after the damage occurs. The Lease shall be deemed terminated as of the date the fire or other casualty occurred. If neither party elects to cancel, the rent shall be waived during the period from the occurrence of the fire or other casualty until repairs are completed. The term of this Lease shall be extended for a like period.

The parties shall cooperate in filing and settling insurance claims and obtaining repairs. All personal property of Tenant, including goods, wares, merchandise, inventory, trade fixtures and other personal property of Tenant, shall be stored at the sole risk of Tenant. Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Premises or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other places resulting from dampness or any other cause whatsoever, or from the act or negligence of any other tenant or any officer, agent, employee, contractor or guest of any such tenant, except personal injury caused by or due to the gross negligence or willful misconduct of Landlord. Landlord or its agents shall not be liable for interference with the electrical service, ventilation, or for any latent defect in the Premises.

13. Condemnation. In the event that the Premises or any part thereof other than those common elements whose condemnation does not prevent continued occupancy of the Premises is

taken by any authority exercising the power of eminent domain, the Lease shall terminate as of the date possession shall be taken by the condemnor. Tenant waives all claims against Landlord or any condemning authority by reason of the complete or partial taking of the Premises, and shall not be entitled to receive any part of any award that Landlord may receive, hereby quitclaiming all interest therein to Landlord.

14. Tenant's Default. Upon a violation by Tenant of any of the provisions and agreements herein contained or its failure to pay the rent when due and payable; or if Landlord shall at any time deem the tenancy of Tenant undesirable by reason of objectionable or improper conduct on the part of Tenant, Tenant's permittees, licensees, employees, or agents or annoyance caused to other occupants of the Condominium that result in accurate and reasonable complaints to Landlord by the unit owners' association, managing agent, other unit owners, or any governmental authority; or should Tenant occupy the Premises in violation of the Condominium instruments or the rules and regulations, then and in any of such events, Landlord may provide written notice to Tenant at the address provided herein and allow Tenant a ten day period to cure the issue addressed in the written notice. In the event the issue is not cured within that time, Landlord may declare the Lease to have been breached by Tenant. Landlord may thereupon proceed to recover possession of the Premises in accordance with the provisions of the law regulating proceedings in such cases. When possession is obtained, Landlord may rent the Premises again at the risk and cost of the defaulting Tenant, whose default in no instance shall relieve him of liability for the difference between the rent herein reserved and the rent actually received by Landlord during the term remaining after the default by Tenant occurs. If on account of any breach or default by Tenant in its obligations hereunder, Landlord shall employ an attorney to present, enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorneys' fees incurred by Landlord in such connection.

Tenant shall compensate Landlord for all expenses incurred by Landlord in repossession (including, among other expenses, any increase in insurance premiums caused by the vacancy of the Premises), all expenses incurred by Landlord in reletting (including, among other expenses, repairs, remodeling, replacements, advertisements and brokerage fees), all concessions granted to a new tenant upon reletting (including, among other concessions, renewal options), all losses incurred by Landlord as a direct or indirect result of Tenant's default (including, among other losses, any adverse reaction by Landlord's mortgagee or by other tenants or potential tenants) and a reasonable allowance for Landlord's administrative efforts, salaries and overhead attributable directly or indirectly to Tenant's default and Landlord's pursuing the rights and remedies provided herein and under applicable law.

15. Quiet Enjoyment. The Landlord agrees that if the Tenant pays the rent and complies with all of the other terms and conditions of this Lease Agreement, then the Tenant may peaceably and quietly have, hold and enjoy the Premises leased hereunder for the term of this Lease Agreement.

16. Additional Obligations of Tenant: (a) Tenant agrees not to use any appliances, fixtures, or plumbing facilities in the unit for any purpose other than that for which said items were designed, Any damage resulting from the misuse of such items shall be paid for by Tenant, (b) Tenant shall arrange for vermin extermination at Tenant's sole expense, whenever required.

17. Use of Premises. Tenant shall use the unit solely for lawful government, commercial or charitable purposes and for no other purpose.

18. Pets. Tenant shall not harbor any animals of any kind on the Premises. Tenant shall not allow animals of any kind to visit the Premises for any period of time. Notwithstanding the foregoing, nothing stated herein shall prohibit the Tenant (and its invitees) from bringing service dogs or therapy dogs on or about the Premises.

19. Notice. Any notice required to be given to Landlord shall be in writing and sent by certified mail, return receipt requested, or by a nationally recognized overnight courier service, to the following address:

Chris Boler, President
7, LLC
2077 Town Center Blvd.
Knoxville, TN 37922.

Any notice required to be given to Tenant shall be in writing and sent by certified mail, return receipt requested, or by a nationally recognized overnight courier service, to the following address:

Melissa Miller, Executive Director
Anderson County Family Justice Center
Unit 1A
301 Broadway Ave.
Oak Ridge, TN 37830.

Notice shall be deemed given when received.

20. Entire Agreement. This Lease contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified or expressly contemplated in this Lease. No brochure, rendering, information or correspondence shall be deemed to be a part of this agreement unless specifically incorporated herein by reference. In addition, no agreement shall be effective to change, modify or terminate this Lease in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

21. Modifications. This Agreement may only be modified by a written amendment signed by all parties. An oral modification shall not be binding on any party.

22. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Tennessee. Venue for any suit or other proceeding involving this Lease shall be in the Chancery Court for Anderson County, Tennessee.

23. Waiver. No waiver of any of the terms, covenants, provisions, conditions, rules and regulations imposed by this Lease, and no waiver of any legal or equitable relief or remedy, shall

be implied by the failure of the Landlord to assert any rights, declare any forfeiture, or for any other reason. No waiver of any of the terms, provisions, covenants, conditions, rules and regulations shall be valid unless it shall be in writing signed by the Landlord. No waiver by Landlord or forgiveness of performance by Landlord for one or more tenants shall constitute a waiver or forgiveness of performance in respect to Tenant. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval under this Lease shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant. No act or thing done by Landlord or Landlord's agents during the Term of this Lease shall be deemed an acceptance of a surrender of the Premises, unless in writing signed by Landlord. The delivery of the keys to any employee or agent of the Landlord shall not operate as a termination of the Lease or a surrender of the Premises. The acceptance of any rent by Landlord following a breach of this Lease by Tenant shall not constitute a waiver by Landlord of such breach or any other breach unless such waiver is expressly stated in a writing signed by Landlord.

24. Jury Trial Waiver. LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THE PREMISES (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS LEASE OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS LEASE WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR LANDLORD TO ENTER AND ACCEPT THIS LEASE.

25. Recordation. Tenant shall not record this Lease. Without the prior written consent of the Landlord, Tenant shall not record any memorandum of this Lease, short form or other reference to this Lease.

26. Surrender. Tenant shall deliver and surrender to Landlord possession of the Premises (including all of Tenant's permanent work upon and to the Premises, all replacements and all fixtures permanently attached to the Premises) immediately upon the expiration of the Term or the termination of this Lease in as good condition and repair as the same were on the delivery date (loss by any insured casualty and ordinary wear and tear only excepted) and deliver the keys at the office of Landlord or Landlord's agent; provided, however, that upon Landlord's request made at least thirty (30) days prior to the end of the Term, or the date Tenant is otherwise required to vacate the Premises, Tenant shall remove all fixtures and equipment affixed to the Premises by Tenant, and repair and restore the Premises to their condition on the delivery date (loss by any insured casualty and ordinary wear and tear only excepted), at Tenant's sole expense. The removal shall be performed prior to the earlier of the end of the Term or the date Tenant is required to vacate the Premises.

27. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by either party, then such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party.

28. Accessibility Laws. Tenant acknowledges that it will be wholly responsible for any accommodations or alterations which need to be made to the Premises to accommodate disabled employees and customers of Tenant, including without limitation, the requirements under the Americans with Disabilities Act and any other applicable Regulations. Any alterations made to the Premises in order to comply with such regulations must be made solely at Tenant's expense and in compliance with all terms and requirements of the Lease. Landlord agrees to make reasonable efforts to ensure that the Common Area is in compliance with the applicable disability access laws as of the date hereof. If a complaint is received by Landlord from either a private or government complaint regarding disability access to the Common Area of the Premises, Landlord reserves the right to mediate, contest, comply with or otherwise respond to such complaint as Landlord deems to be reasonably prudent under the circumstances. If Landlord decides to make alterations to the Common Area of the Premises in response to any such complaints or in response to legal requirements Landlord considers to be applicable to the Common Area of the Premises, the cost of such alterations shall be included in the Common Area maintenance charge under the Lease. Landlord and Tenant agree that so long as the governmental entity or entities charged with enforcing such statutes have not expressly required Landlord to take specific action to effectuate compliance with such statutes, Landlord shall be conclusively deemed to be in compliance with such statutes. Tenant agrees to provide Landlord with written notice should Tenant become aware of a violation of such statutes with respect to the Common Area. In the event Landlord is required to take action to effectuate compliance with such statutes, Landlord shall have a reasonable period of time to make the improvements and alterations necessary to effectuate such compliance, which period of time shall be extended by any time necessary to cause any necessary improvements and alterations to be made.

29. Indemnification. Tenant shall indemnify, defend and hold harmless Landlord, Landlord's asset manager, Landlord's partners, any subsidiary or affiliate of Landlord and the officers, directors, shareholders, partners, employees, managers, independent contractors, attorneys and agents of any of the foregoing (collectively, the "Indemnitees") from and against any and all claims, demands, causes of action, judgments, costs and expenses, and all losses and damages (including consequential and punitive damages) arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other acts or things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify, defend and hold harmless the Indemnitees from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act, omission or negligence or willful or criminal misconduct of Tenant, or any officer, agent, employee, independent contractor, guest, or invitee thereof, and from all costs, attorneys' fees and disbursements, and liabilities incurred in the defense of any such claim or any action or proceeding which may be brought against, out of or in any way related to this Lease. Upon notice from Landlord, Tenant shall defend any such claim, demand, cause of action or suit at Tenant's expense by counsel satisfactory to Landlord in its sole

discretion. As a material part of the consideration to Landlord for this Lease, Tenant hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause, and Tenant hereby waives all claims with respect thereto against landlord. Tenant shall give immediate notice to the Landlord in case of casualty or accidents in the Premises. The provisions of this paragraph shall survive the expiration or sooner termination of this Lease.

[This space intentionally left blank. Signatures on the following page.]

[Signature Page – Lease Agreement – Unit 1A, 301 Broadway, Oak Ridge]

EXECUTED under seal as of the latest date accompanying a signature by Landlord or Tenant below.

LANDLORD:

7, LLC

By:

Its:

Date of Signature:

TENANT:

ANDERSON COUNTY

By:

Its: _____

Date of Signature:

APPROVED AS TO FORM:

By: _____
County Law Director