

**Anderson County Board of Commissioners
Purchasing Committee Meeting Minutes
April 12, 2021
4:30 p.m.**

Members Present: Tim Isbel (Committee Chair), Steve Mead, Phil Yager, Catherine Denenberg and Denver Waddell. Meeting was held virtually and in room 312 of the Courthouse.

A. Contracts Approved by Law Director

1. **Clinch Valley Trail Alliance, Board of Education, Contract #21-0105** – Ten years and 3 months lease of the Life Development Center for \$1 per year.

Commissioner Yager made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Mead seconded the motion. Motion passed unanimously by roll call vote.

B. Contracts Pending Law Director Approval

The Deputy Purchasing Agent informed the Committee that the Law Director has approved items 1, 2 and 4 since the creation of the agenda.

Commissioner Mead made a motion to approve item #3 and to forward to County Commission with a recommendation for approval contingent upon Law Director approval. Commissioner Yager seconded the motion. Motion passed unanimously by roll call vote.

Commissioner Yager made a motion to approve items 1, 2 and 4 as a group and to forward to County Commission with a recommendation for approval. Commissioner Mead seconded the motion. Motion passed unanimously by roll call vote.

1. **RTech, Board of Education, Contract #21-0106** – Thirty-six month contract to provide service to elevator call buttons. This contract upgrades the call buttons to a cellular connection. Cost is \$279.93 per month, a savings of about \$125 per month.
2. **RingCentral, Family Justice Center, Contract #21-0107** – Twelve-month contract for communications services at \$164.95 per month.
3. **EmpowerDB, Family Justice Center, Contract #21-0108** – Data Management Software agreement with a start-up cost of \$4240.
4. **Aaron Bell, EMS, Contract #21-0109** – Contract to provide Roane State Community College tuition in the amount of \$3,200 to EMS Employee. Employee agrees to continue

employment with the EMS for one year after course completion along with other contingencies

C. Other Business

1. Request to Surplus the following on govdeals:

DESCRIPTION	DEPARTMENT	Condition	Starting Bid
Mosler Vault Door	Mayor	Working	\$1750
1989 Ford Ranger	Board of Education (Clinton High School)	Not working	\$100

Commissioner Yager made a motion to approve as a group and to forward to County Commission with a recommendation for approval. Commissioner Waddell seconded the motion. Motion passed unanimously by roll call vote.

Commissioner Yager requested the winning bid amount from the previous month's capital asset surplus sales. That information is below. Going forward the agendas will include this information.

DESCRIPTION	DEPARTMENT	Condition	Starting Bid	Winning Bid
2011 Ford Crown Victoria	Sheriff	Inoperable, selling for parts only	\$200	\$737
2011 Ford Crown Victoria (K9 Unit)	Sheriff	Inoperable, selling for parts only	\$200	\$1000
2001 Ford E350 Ambulance	Sheriff	Running condition	\$400	\$6305.00

D. New Business

1. **Newsbank, Clinton Library, Contract #21-0110** – One-year periodical subscription. Cost is a one-time payment of \$1300. Approved by the Law Director.

Commissioner Yager made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Waddell seconded the motion. Motion passed unanimously by roll call vote.

E. Old Business

ORIGINAL

Prepared by: Office of the County Law Director
Anderson County, Tennessee
101 S. Main St., Ste. 310
Clinton, TN 37716

LEASE AGREEMENT
(Life Development Center)

This Lease Agreement is made by and between the parties of the Anderson County Board of Education (Lessor) a public school system and department of Anderson County, Tennessee, a political subdivision of the State of Tennessee, and the Clinch Valley Trail Alliance (Lessee), a non-profit entity organized under the laws of the State of Tennessee (*See, Exhibit 1*).

WITNESSETH

Section 1. LEASE AGREEMENT:

Lessor hereby leases to Lessee and Lessee accepts lease of the following described premises:

SITUATED within the First Civil District of Anderson County, Tennessee and bounded and described as follows:

BEGINNING on the south side of Old Edgemoor Road at a point, said point being a distance of 60 feet on a bearing of S 27 degrees, 40 minutes E from a point (coordinates N 594,010, E 2, 541, 064) thence S 27 degrees 40 minutes E 550 to a metal marker in the southwest corner of the tract, thence N 74 degrees 41 minutes E 973 feet to a metal marker in the southeast corner of the tract thus N 24 degrees 28 minutes E 567 feet to a metal marker, thence N 35 degrees 13 minutes W 58 feet to a point on the southerly edge of the right-of-way of Old Edgemoor Road thence with the right-of-way line of the Old Edgemoor Road a line 30 feet south of and parallel to the centerline of said road as it meanders in a westerly direction, a distance of 1485 feet more or less to the point of the beginning and containing 9.66 acres more or less including all hereditaments and appurtenances of the original grant from the United States of America dated March 12, 1980 a recorded in the Anderson County Register of Deeds Office at Book A-15 Page 62 -69. (*See Exhibit 2*)

Further, Lessor requires and Lessee accepts that Lessee must utilize and maintain the above-described property consistent with all covenants and restrictions embodied in *Exhibit 2*. Property shall be used exclusively for public purpose and no private business or entity shall be allowed to use or sublet property.

Section 2. CONSIDERATION:

This agreement is made upon consideration of one lease payment in the amount of one dollar (\$1.00) per year and other benefits and mutual covenants herein set out.

Section 3. TERM OF LEASE:

This lease shall be effective from the April 1, 2021 until June 30, 2031. Additional lease extensions and options to renew must be approved in writing by the parties.

Section 4. INDEMNITY, RELEASE, HOLD HARMLESS:

The Lessee agrees to defend, indemnify and hold harmless the Lessor from and against any and all claims of or damage to property, or injury to or death of person or persons resulting from or arising out of use of the leased property by the Lessee or the public being served by the Lessee, where such injury, damage, or death occur as a proximate cause of the negligence of either Lessee or Lessor. Lessee agrees to provide adequate insurance coverage on premises sufficient to cover any and all claims arising from property damage, injuries, illness or death on premise.

Section 5. DEFAULT:

In the event of default of any party hereto, any non-defaulting party may bring suit against the other to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to any remedies available at law and/or equity, including reasonable attorney's fees and all costs associated with the default.

Section 6. 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 parties.

Section 7. CANCELLATION:

In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be canceled by the other party with cause on ninety (90) days written notice to the other in the event the breach, default or failure is not cured during that time. Anderson County Board of Education may cancel Agreement if unforeseen circumstances occur with ninety (90) days written notice to Lessor.

Section 8. COUNTY USE

Lessee agrees that Lessor may use the property for county sponsored functions upon thirty (30) days written notice to Lessee and provided the proposed use does not conflict with previously scheduled events sponsored by Lessee.

Section 9. 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 10. MAINTENANCE

Lessee agrees to provide all maintenance and utilities to the property including trash and litter pick-up. Property shall be kept at all times in a clean, safe and orderly condition free of defects and hazards.

Section 11. 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 12. SEVERABILITY:

In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

Section 13. 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 14. 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 15. 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 16. 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 17. CHOICE OF LAW:

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 18. NOTICE:

Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties or their attorneys.

LESSOR:

Anderson County Board of Education
Ms. Julie Minton, Chief Financial Officer
101 South Main Street, Suite 507

ORIGINAL

21-0105

Clinton, TN 37716 (865) 463-2800 Ext. 2868

LESSEE:

Clinch Valley Trail Alliance
Bradley Grant Spears, President
77 Rolling Links Blvd.
Oak Ridge, TN 37830-9024

Section 19. 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 20. ASSIGNMENT:

This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors and/or administrators.

Section 21. FURTHER DOCUMENTATION:

The parties agree for themselves and their successors and assigns to execute any and all instruments in writing, which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Section 22. RESIDENTIAL CUSTODIAL CARE AGREEMENT

Lessee agrees to honor and comply with the terms and provisions established in the Residential Custodial Care Agreement between the Lessor and Quinton Smith for the provision of continuous twenty-four hour, three-hundred and sixty-five day per year (24/365 per year) security service.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority have accepted the terms and executed this Agreement.

This _____ day of _____, 20____.

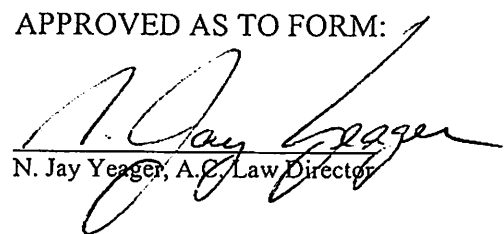
APPROVAL BY LESSOR:

(ANDERSON COUNTY BOARD OF EDUCATION)

Dr. John Burrell, Chairman

Dr. Tim Parrott, Director of Schools

APPROVED AS TO FORM:


N. Jay Yeager, A.C. Law Director

ORIGINAL

21-0105

**ACCEPTANCE BY LESSEE:
(CLINCH VALLEY TRAIL ALLIANCE)**

Bradley Grant Spears, President



21-005
B0574-5775 07/26/2018 1:09 PM Received by Tennessee Secretary of State Tre Hargett

**CHARTER
NONPROFIT CORPORATION**

SS-4418



Tre Hargett
Secretary of State

**Division of Business Services
Department of State
State of Tennessee**
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$100.00

For Office Use Only

-FILED-

Control # 000976335

The name of the corporation is: Clinch Valley Trail Alliance

10. The complete mailing address of the entity (if different from the principal office) is:
77 ROLLING LINKS BLVD
OAK RIDGE, TN 37830-9024

11. List the name and complete address of each incorporator:

Title	Name	Business Address	City, State, Zip
Incorporator	Bradley G Spears	77 ROLLING LINKS BLVD	OAK RIDGE, TN 37830-9024
Incorporator	Jeff Bale	360 CHESTNUT RIDGE ROAD	KINGSTON, TN 37763
Incorporator	Cassie Meitner	105 MONTREAL LANE	OAK RIDGE, TN 37830

12. School Organization: (required if the additional designation of "School Organization - Exempt" is entered in section 3.)

- ☐ I certify that pursuant to T.C.A. §49-2-611, this nonprofit corporation is exempt from the \$100 filing fee required by T.C.A. §48-51-303(a)(1).
- ☐ This nonprofit corporation is a "school support organization" as defined in T.C.A. §49-2-603(4)(A).
- ☐ This nonprofit corporation is an educational institution as defined in T.C.A. §48-101-502(b).

13. Insert here the provisions regarding the distribution of assets upon dissolution:

In the event of dissolution of the Corporation, all assets will be distributed to another nonprofit organization with a similar purpose.

14. Other Provisions:

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

Electronic

Signature

Bradley G Spears

Printed Name

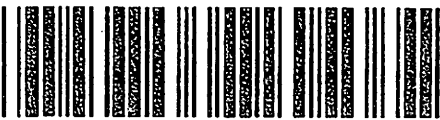
Incorporator

Title/Signer's Capacity

Jul 26, 2018 1:09PM

Date

Exhibit 1



20-0105

000976335

**CHARTER
NONPROFIT CORPORATION**

SS-4418



Tre Hargett
Secretary of State

**Division of Business Services
Department of State
State of Tennessee**
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$100.00

For Office Use Only

-FILED-

Control # 000976335

The undersigned, acting as incorporator(s) of a nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the following Articles of Incorporation.

1. The name of the corporation is: Clinch Valley Trail Alliance

2. Name Consent: (Written Consent for Use of Indistinguishable Name)

☐ This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of: None

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:

BRADLEY GRANT SPEARS
77 ROLLING LINKS BLVD
OAK RIDGE, TN 37830-9024
ANDERSON COUNTY

5. Fiscal Year Close Month: December

Period of Duration: Perpetual

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
(none) (Not to exceed 90 days)

7. The corporation is not for profit.

8. Please complete all of the following sentences by checking one of the two boxes in each sentence:

This corporation is a ☒ public benefit corporation / ☐ mutual benefit corporation.

This corporation is a ☐ religious corporation / ☒ not a religious corporation.

This corporation will ☒ have members / ☐ not have members.

9. The complete address of its principal office is:

77 ROLLING LINKS BLVD
OAK RIDGE, TN 37830-9024
ANDERSON COUNTY

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

Exhibit 1

20-0105

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Contract No. SA-IV-TN-609

DEED

THIS INDENTURE, made this 12th day of March, 1980, between the United States of America, acting through the Secretary of Health, Education, and Welfare, by Sara V. Craig, Principal Regional Official for Region IV of the Department of Health, Education, and Welfare under and pursuant to the power and authority provided by the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended (hereinafter called the Act), and Regulations promulgated pursuant thereto, and Anderson County Board of Education (hereinafter called the Grantee).

WITNESSETH

WHEREAS, by letter dated October 17, 1979, from the General Services Administration, certain surplus property consisting of 9.66 acres of land improved with a wood farmhouse, out buildings and fence, hereinafter described (hereinafter called the Property); was assigned to the Department of Health, Education, and Welfare (hereinafter called the Grantor) for disposal upon the recommendation of the Grantor that the Property is needed for educational purposes in accordance with the provisions of the Act; and

WHEREAS, said Grantee has made a firm offer to purchase the Property under the provisions of the Act and has made application for a public benefit allowance; and proposes to use the Property for said purposes; and

WHEREAS, the General Services Administration has notified the Grantor that no objection will be interposed to the transfer of the Property to the Grantee, and

WHEREAS, the Grantor has accepted the offer of the Grantee,

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing and of the observance and performance by the Grantee of the covenants, conditions and restrictions herein after contained and other good and valuable consideration, receipt of which is hereby acknowledged, has remised, released and quitclaimed and by these presents does remise, release and quitclaim to the Grantee, its successors and assigns, all right, title, interest, claim and demand, excepting and reserving such rights as may arise from the operation of the conditions subsequent hereinafter expressed, which the United States of America has in and to the Property, situate, lying, and being in the County of Anderson, State of Tennessee, and more particularly described as follows:

TRANSFERRED

APR 1 1981

BY OWEN K. RICHARDSON
PROPERTY ASSESSOR

Contract No. SA-IV-TN-609

-1-

Exhibit 2

A parcel of land lying in the First Civil District of Anderson County, State of Tennessee, located on the south side of Old Edgemoor Road beginning at a point, said point being a distance of 60 feet on a bearing of S 27 degrees 40 minutes E from a point (coordinates N 594,010, E 2,541,064) thence S 27 degrees 40 minutes E 550 feet to a metal marker in the southwest corner of the tract, thence N 74 degrees 41 minutes E 973 feet to a metal marker in the southeast corner of the tract thus N 24 degrees 28 minutes E 567 feet to a metal marker, thence N 35 degrees 13 minutes W 58 feet to a point on the southernly edge of the right-of-way of Old Edgemoor Road thence with the right-of-way line of the Old Edgemoor Road a line 30 feet south of and parallel to the centerline of said road as it meanders in a westerly direction, a distance of 1485 feet more or less to the point of beginning and containing 9.66 acres more or less.

Together with the buildings located on the above-described premises, as listed and identified on Schedule A, which follows:

SCHEDULE "A"

<u>Description</u>	<u>Real Property Improvement</u>	<u>Size (Sq. Ft.)</u>
Farmhouse, 1 1/2 story, 9 room and bath with basement, wood frame, weatherboard siding, asphalt shingle roof, brick underpinning, 2 brick chimneys, porch.		1,719
Wellhouse, concrete block, sheet metal roof, concrete floor, wood door.		49
Wellhouse, concrete block, sheet metal roof, concrete floor, wood door, inoperable electric pump.		49
Barn, wood construction, sheet metal roof, rock pillars.		378
Crib, wood construction, concrete block foundation, sheet metal roof, wooden floor.		108

SUBJECT TO any and all existing rights-of-way, easements for public roads, highways, public utilities, railroads, pipelines, and/or covenants, restrictions, reservations, conditions and agreements affecting the aforesaid premises, whether or not the same now appear of record.

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SUBJECT TO reservations unto the United States of America, its successors and assigns, for the use, control and benefit of the Tennessee Valley Authority, as legal agent of the United States of America, of rights-of-way as shown on TVA tract map 43 MS 422K525, Revision 3, dated March 16, 1972, with the right to enter at any time and erect, maintain, repair, rebuild, operate and patrol as many lines of poles or transmission line structures as it may deem necessary or useful for electric power transmission purposes, with sufficient wires and cables for electric power circuits and telephone circuits, and all necessary appurtenances; together with the right to clear the rights-of-way and keep the same clear of brush, trees, buildings, signboards, stored personal property, and fire hazards; to prevent the drilling or sinking of wells within the rights-of-way; and to remove danger trees, if any, located beyond the limits of said rights-of-way, together with the right of ingress and egress to said rights-of-way.

TO HAVE AND TO HOLD the Property subject, however, to each of the following conditions subsequent, which shall be binding upon and enforceable against the Grantee, its successors and assigns, as follows:

1. That for a period of thirty (30) years from the date hereof the Property herein conveyed will be used continuously for educational purposes in accordance with the proposed program and plan of the Grantee as set forth in its application dated the 28th day of August, 1978, and amended October 26, 1979 and December 10, 1979, and for no other purpose.
2. That during the aforesaid period of thirty (30) years the Grantee will not resell, lease, mortgage, or encumber, or otherwise dispose of any part of the Property or interest therein except as the Grantor or its successor in function may authorize in writing.
3. That one year from the date hereof and annually thereafter for the aforesaid period of thirty (30) years, unless the Grantor or its successor in function directs otherwise, the Grantee will file with the Grantor or its successor in function reports on the operation and maintenance of the Property and will furnish, as requested, such other pertinent data evidencing continuous use of the Property for the purposes specified in the above-identified application.
4. That during the aforesaid period of thirty (30) years the Grantee will at all times be and remain a tax-supported organization or nonprofit institution, organization, or association exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1954.
5. That, for the period during which the Property is used for the purpose for which the Property assistance is hereby extended by the Grantor or for another purpose involving the provision of similar services or benefits, the Grantee hereby agrees that it will comply with the requirements of section 606 of the Act, Title VI of the Civil

Contract No. SA-IV-TN-609

Rights Act of 1964 (P.L. 88-352), Title IX of the the Education Amendments of 1972 (P.L. 92-318) and section 844 of the Education Amendments of 1974 (P.L. 93-380) (in relation to education), and section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), and all requirements imposed by or pursuant to the Regulations of the Grantor (45 CFR Parts 12, 80, 84 and 86) issued pursuant to said Acts and now in effect, to the end that, in accordance with said Acts and Regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition numbered 1 above or under any other program or activity of the Grantee, its successors or assigns, to which such Acts and Regulations apply by reason of this conveyance:

In the event of a breach of any of the conditions subsequent set forth above, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform any of the obligations herein set forth, the Grantor or its successor in function will, at its option, have an immediate right of reentry thereon, and to cause all right, title, and interest in and to the Property to revert to the United States of America, and the Grantee, its successors and assigns, shall forfeit all right, title, and interest in and to the Property and in and to any and all of the tenements, hereditaments, and appurtenances thereunto belonging; PROVIDED, HOWEVER, that the failure of the Grantor or its successor in function to insist in any one or more instances upon complete performance of any of the said conditions subsequent shall not be construed as a waiver of or a relinquishment of the future performance of any of said conditions subsequent, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect; PROVIDED FURTHER, that, in the event the Grantor or its successor in function fails to exercise its option to reenter the premises and to revert title thereto for any such breach of conditions numbered 1, 2, 3, or 4 herein within 31 years from the date of this conveyance, conditions numbered 1, 2, 3, and 4 herein, together with all rights to reenter and revert title for breach of conditions, will, as of that date, terminate and be extinguished; and PROVIDED FURTHER, that the expiration of conditions numbered 1, 2, 3, and 4, and the right to reenter and revert title for breach thereof, will not affect the obligation of the Grantee, its successors and assigns, with respect to condition numbered 5 herein or the right reserved to the Grantor or its successor in function to reenter and revert title for breach of condition numbered 5.

The Grantee, by the acceptance of this deed, covenants and agrees for itself and its successors and assigns that in the event the Grantor exercises its option to revert all right, title, and interest in and to the Property to the Grantor, or the Grantee voluntarily returns title to the Property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of the Property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in FPMR 101-47.4913 (41 CFR Part 101) now in effect, a copy of which is attached to the Grantee's application, previously referred to.

Exhibit 2

The Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and assigns, with respect to the Property or any part thereof--which covenant shall attach to and run with the land for so long as the Property is used for a purpose for which Federal assistance is hereby extended by the Grantor or for another purpose involving the provision of similar services or benefits, and which covenant shall in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit of and in favor of and enforceable by the Grantor or its successor in function against the Grantee, its successors and assigns for the Property, or any part thereof--that it will comply with section 606 of the Act, Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Title IX of the Education Amendments of 1972 (P.L. 92-318) and section 844 of the Education Amendments of 1974 (P.L. 93-380) (in relation to education), and section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and with all requirements imposed by or pursuant to the Regulations of the Grantor (45 CFR Parts 12, 80, 84, and 86) issued pursuant to said Acts and now in effect, to the end that, in accordance with said Acts and Regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition numbered 1 above or under any other program or activity of the Grantee's, its successors or assigns, to which said Acts and Regulations apply by reason of this conveyance.

The Grantee by its acceptance of this deed covenants and agrees to and with the United States of America that no buildings, signboards, or fire hazards shall be erected or maintained within the limits of the rights-of-way, that the rights-of-way will not be used for the storage of personal property, that no well will be drilled or sunk within the rights-of-way, and that the United States of America shall not be liable for any damage incidental to the exercise of any of the rights reserved, except that it, through the Tennessee Valley Authority, its legal agent, shall remain liable for any damage to growing crops and any direct physical damage caused to the property herein conveyed by the Government's construction forces or by the construction forces of the Government's agents and employees in the erection and maintenance of or in exercising the right of ingress and egress to said transmission lines.

The Grantee by the acceptance of this Deed, further covenants and agrees, for itself, its successors and assigns, that if the Grantee, its successors and assigns, shall cause any of said improvements to be insured against loss, damage or destruction, and any such loss, damage or destruction shall occur during the period Grantee hold title to said property subject to said conditions 1, 2, and 3, said insurance and all moneys payable to the Grantee, its successors or assigns, thereunder shall be held in trust by the Grantee, its successors or assigns, and shall be promptly used by the

Contract No. SA-IV-TN-609

20-10105

Grantee for the purpose of repairing such improvements and restoring the same to their former condition and use for the purpose of replacing said improvements with equivalent or more suitable improvements or, if not so used, shall be paid over to the Treasurer of the United States in an amount not exceeding the unamortized public benefit allowance of the buildings, structures or improvements lost, damaged, or destroyed.

In the event title to the property or any part thereof is reverted to the United States of America for noncompliance or is voluntarily reconveyed in lieu of reverter, the Grantee, its successors or assigns, at the option of the Grantor, or its successor in function, shall be responsible for and shall be required to reimburse the United States of America for the decreased value thereof that is not the result of reasonable wear and tear, an act of God, or alterations and conversions made by the Grantee, its successors or assigns, to adapt the property to the educational use for which the property was transferred. The United States of America shall, in addition thereto, be reimbursed for such damage, including such costs as may be incurred in recovering title to or possession of the above-described property, as it may sustain as a result of such a noncompliance.

The Grantee may secure abrogation of the conditions subsequent numbered 1, 2, 3, and 4 herein by:

- a. Obtaining the consent of the Grantor, or its successor in function, therefor; and
- b. Payment to the United States of America of 1/360th of the percentage public benefit allowance granted of the fair market value, as of the date of such requested abrogation, of that portion of the property to be released for each month of the period to be abrogated.

The Grantee, by acceptance of this deed, further covenants and agrees for itself, its successors and assigns, that in the event the property or any part thereof is, at any time within the period of thirty (30) years from the date of this conveyance, sold, leased, disposed of or used for purposes other than those designated in condition numbered 1 above without the consent of the Grantor, or its successor in function, all revenues therefrom or the reasonable value, as determined by the Grantor, or its successor in function, of benefits to the Grantee, deriving directly or indirectly from such sale, lease, disposal or use, shall be considered to have been received and held in trust by the Grantee for the United States of America and shall be subject to the direction and control of the Grantor, or its successor in function; but the provisions of this paragraph shall not impair or affect the rights reserved to the Grantor under any other provision of this deed.

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IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting through the Secretary
of Health, Education, and
Welfare

WITNESS:

By:

Betty Z. Jacobs
Paula M. Samuel

Sara V. Craig
SARA V. CRAIG
Principal Regional Official
Department of Health, Education,
and Welfare
Region IV, Atlanta, Georgia 30323

ACKNOWLEDGMENT

STATE OF)
COUNTY OF FULTON)

On this 12th day of March, 1980, before me, Betty Z. Jacobs a Notary Public in and for the City of Atlanta, County of Fulton, State of Georgia, personally appeared Sara V. Craig, known to me to be the Principal Regional Official, Region IV, Department of Health, Education, and Welfare, and known to me to be the person who executed the foregoing instrument on behalf of the Secretary of Health, Education, and Welfare, for the United States of America, and acknowledged to me that she subscribed to the said instrument in the name of the Secretary of Health, Education, and Welfare and on behalf of the United States of America.

Witness my hand and official seal.

(SEAL)

Betty Z. Jacobs
Notary Public

Contract No. SA-IV-TN-609

-7-

Exhibit 2

ACCEPTANCE

The Anderson County Board of Education hereby
 accepts this deed and thereby accepts and agrees to all the
 terms covenants, conditions, and restrictions contained
 therein.

By: Paul Bostic
 Paul Bostic
 Superintendent of Schools

Witness:

John Brady
Ronnie Kesterson

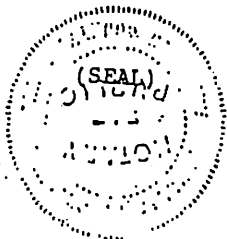
ACKNOWLEDGMENT

STATE OF TENNESSEE)

COUNTY OF ANDERSON) SS

On this 17 day of March , 1980, before me,
Phyllis D. Groover , a Notary Public in and for the City of
 Clinton , County of Anderson , State of Tennessee ,
 personally appeared Paul Bostic , known to me to be
 the Superintendent of Anderson County Schools , and known
 to me to be the person who executed the foregoing instrument
 on behalf of Anderson County Board of Education , and
 acknowledged to me that he executed the same as the free act
 and deed of

Witness my hand and official seal.



Phyllis D. Groover
 Notary Public



Contract No. SA-IV-TN-609

Exhibit 2

21-0106



Terms & Conditions

1. AGREEMENT SUMMARY: This Agreement is entered into by RTech Solutions, and Company listed on the attached Quote hereafter referred to as 'Client'. Client agrees to rent hardware on a monthly basis. The monthly charge shall accrue from the date the client receives the hardware and last until the equipment is returned. RTech Solutions is the owner of the equipment and cannot be held liable for the use, misuse, or malfunction while the system is in possession of the client.

2. AGREEMENT TERM: The initial term of this agreement is 36 months from the date the Client receives the rental equipment. **36 Months**

3. AGREEMENT PAYMENTS: Client agrees to pay to RTech Solutions monthly lease payments for the hardware for each month the product is leased according to Clause 2 (AGREEMENT TERM).

4. LEASING PARTNER: RTech Solutions reserves the right to work with a third-party financial institution to manage monthly lease payments and collections on its behalf directly with Client. Client hereby agrees to work with the designated third-party financial institution as RTech Solutions' agent.

5. ADDITIONAL PAYMENT METHOD ON FILE: Client agrees to provide RTech Solutions with a valid credit or debit card on file. Client hereby certifies that the credit or debit card supplied for payment is client's own account or that client is fully authorized to provide this account to RTech Solutions as payment for Data Overages or other incidental, variable or one-time charges. Client understands that RTech Solutions will retain this card as payment for future charges based on the terms set forth in this agreement. If at any time the card becomes expired or cancelled, client shall provide a new card or account at RTech Solutions request. Client will be notified if their credit or debit card fails to authorize for any reason, and that RTech Solutions has the right to terminate client's services and demand return of rental equipment should they fail to provide them with a new and valid credit card number within a reasonable time and no later than 14 days from the last payment collection date.

6. DATA OVERAGE (USAGE): Your RTech Solutions subscription includes a specified amount of data available for use each month by the customer. If the customer usage exceeds the amount of data included in the subscription, RTech Solutions shall directly bill the customer using the credit card on file the amount of \$12/GB. Customer payment is to be made by credit card and must always be kept valid and up to date, deliverable to RTech Solutions before the billing period. In the event a Customer is in default on their payment, RTech Solutions reserves the right to block Service until payment is received.

7. LATE CHARGES: Client's account is considered delinquent should payment not be received for any balance due after 10 days. If any amount under this agreement is late and payment cannot be recovered by PAYMENT ON FILE, client agrees to owe RTech Solutions a late fee. This late fee is 3.5% of the balance due and will accrue on a monthly basis.

8. RETURN & RENEWAL OPTIONS: At the end of the initial term, the Client will have the option to

- a) Return the equipment to RTech Solutions and terminate the agreement.
- b) Accept a one-time, auto-renewal for an additional 12-month term utilizing the same, existing equipment.
- c) Exercise a new 36-month agreement with updated equipment, rates, and terms & conditions while also returning the existing equipment to RTech Solutions.

The client understands that, should they keep the rental hardware past the initial term of thirty-six (36) months, RTech Solutions will auto-renew the rental agreement for an additional 12-month term at the original billing rate. RTech Solutions reserves the right to charge these additional and subsequent months via a financing partner or via the credit card on file. RTech Solutions has the responsibility to notify the client approximately 30 days prior to the end of the rental term in a manner that is understood by the client. RTech Solutions will also make a best effort to notify the client before making any charges to the client's credit card on file.

9. CLIENT EARLY TERMINATION: This Agreement may be terminated as follows: The end user customer can cancel at any time but the full amount of the remaining term will be due upon termination.

Client is responsible for returning any and all rented hardware to the above address. Rental term ends when RTech Solutions has received all rented hardware back in their possession and Q/C check is completed.

RTech Solutions
200 Jennings Ave.
Knoxville, TN 37917

10. TERMINATION FOR NONPAYMENT: Client understands that any hardware equipment client has rented under this agreement may become inoperable should the client fail to pay for whatever reason. Client also understand that RTech Solutions shall be in no way liable for any damages caused by the termination of such services. At such a time, the hardware must be returned to RTech Solutions according to Clause 9 (CLIENT EARLY TERMINATION). Failure to return the system will allow RTech Solutions to suspend the device operation according to the terms of this contract as well as charge daily rent on the equipment at a pro-rated amount based on the monthly payment amount.

11. COLLECTION COST: Client agrees to pay attorney fees, collection fees, court costs, and any other expenses incurred in the collection of any charges under this agreement, in retaking the rented hardware or otherwise in enforcing the terms of this contract.

12. PHYSICAL CONDITIONS OF RENTAL HARDWARE: RTech Solutions acknowledges that prior to shipping the equipment, it will be examined and deemed free of defect. It is the Client's responsibility to return the equipment to RTech Solutions in the same condition as received and in original packaging.

13. RESPONSIBILITY FOR EQUIPMENT: The Client is responsible for the rental hardware equipment for the entirety of the term in Clause 2 (AGREEMENT TERM) unless Clause 9 (CLIENT EARLY TERMINATION) conditions are met. If the hardware is lost, stolen, or damaged under any circumstances while rented, regardless of fault, Client shall be responsible for all charges, including labor costs, to replace or repair the hardware.

14. SUPPORT:

Support and Escalation - Service Provider will respond to Client's Trouble Tickets under the provisions of SLA document, and with best effort after hours or on holidays. Trouble Tickets must be opened by Client's designated I.T. Contact Person, by email to our Help Desk, by desktop ticketing system, or by phone if email is unavailable. Each call will be assigned a Trouble Ticket number for tracking. Our escalation process is detailed in SLA document.

Service outside Normal Business Hours - Emergency services performed outside of the hours of 8:00 am - 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of the SLA document and subject to 1.5X your agreed upon hourly rate. Services performed on holidays shall be subject to provisions of the SLA document and subject to 2.0X your agreed upon hourly rate.

Service Calls Where No Trouble is found - If Client requests onsite service and no problem is found or reproduced, Client shall be billed at the current applicable rates as indicated above.

Limitation of Liability - In no event shall Service Provider be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

15. RESPONSIBILITY FOR USE AND DISCLAIMER OF WARRANTIES: Client is responsible for the use of the rented hardware. Client assumes all risks inherent in the operation and use of the hardware and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold RTech Solutions harmless from, and hereby release RTech

21-0106

Solutions from any and all claims from damage to property or bodily injury (including death) resulting from the use, operation or possession of the hardware whether or not it be claimed or found that such damage or injury resulted in whole or in part from RTech Solutions negligence, from the defective condition of the hardware or from any cause. CLIENT AGREES THAT NO WARRANTIES, EXPRESSED WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.

15. NO WARRANTY ON SERVICE: RTech Solutions makes no warranties, express or implied, including without limitation, and any implied warranty of merchantability of fitness for a particular purpose to Client in connection with its use of the service. In no event shall RTech Solutions be liable for incidental or consequential damages to the full extent the same may be disclaimed by law. Client acknowledges that service interruptions will occur from time to time and agrees to hold company harmless for all such interruptions.

16. HARDWARE FAILURE: Client agrees to immediately discontinue the use of the rented hardware should it, at any time, become unsafe or in a state of disrepair and will immediately notify RTech Solutions of the facts. RTech Solutions agrees in its discretion to make the hardware operable within a reasonable time or provide the Client with a like item if available, or make a like item available at another time, or adjust the rental charges. This provision does not relieve the Client from the obligations imposed by other paragraphs, including consequential damage, resulting from failure or defect of the rented hardware.

17. RETURN OF ITEM: The rented hardware is property of RTech Solutions and is rented to Client subject to this contract for the period of the rental term as indicated in Clause 8(RENTAL OPTIONS). If payment is delinquent and hardware has not been returned, RTech Solutions or its representatives may enter the Client's property to collect the hardware and the Client hereby waive any right of action against RTech Solutions for such entry and collection. In addition, the Client acknowledges that the failure to return the rented hardware without payment and the sale or concealment of rented item(s) are prohibited, and that any such action may constitute a crime. RTech Solutions, in addition to any other action, may notify the authorities and take other action, including the filing of criminal complaints, subjecting the Client to prosecution.

18. VENUE: The venue for any such claims, legal proceedings or litigation arising in connection with this agreement and/or the rented hardware will be brought solely in Knox County in the state of Tennessee and the Client consents to the jurisdiction of such courts.

19. MODIFICATION OF CONTRACT: This represents the entire contract, and there are no collateral, oral, or other agreements outstanding. None of RTech Solutions rights may be changed except in writing signed by an officer of RTech Solutions and notarized by a licensed notary.

20. ASSIGNMENT: No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Printed Name: _____

Signature: _____

Date: _____



Quote #: 0001-012-00274
Quote Date: 3/26/2021
Quote Expires: 4/25/2021

Subscription Order Form

[illegible]

Order Information

Order information:		For quote delivery, unblock mail filters for: notifications@zonosign.com	
Company Name	Anderson County Schools	Billing Contact First & Last Name	Marcus Bullock
Contact First & Last Name	Marcus Bullock	Billing Email Address	mbullock@acs.ac
Email Address	mbullock@acs.ac	Billing Phone Number	(865)463-2800 x2804
Phone Number	(865)463-2800 x2804	Billing Address	101 S. Main St. Suite 507 Clinton, TN 37716
Full Shipping Address	101 S. Main St. Suite 507 Clinton, TN 37716		

BY SIGNING THIS QUOTE, YOU AGREE (1) TO PAY THE AMOUNTS SET FORTH HEREIN, (2) TO ALLOW RTECH SOLUTIONS LLC TO BILL THE CREDIT CARD PROVIDED ON THE RTECH SOLUTIONS LLC END USER AGREEMENT ON THE 16TH OF EVERY MONTH FOR YOUR DATA OVERAGES OR ANY OTHER VARIABLE FEES, (3) THAT THIS QUOTE SUPERSEDES ALL PRIOR QUOTES, COMMUNICATIONS OR AGREEMENTS, WHETHER WRITTEN OR ORAL, RELATED TO THE PRICING FOR THE RTECH SOLUTIONS LLC SERVICES, (4) YOU HAVE READ THE TERMS AND CONDITIONS FOR THE RTECH SOLUTIONS LLC SERVICES, WHICH ARE AVAILABLE UPON REQUEST, AND (5) YOU AGREE TO THE TERMS OF THE END-USER AGREEMENT (SEE PAGE 2 OF QUOTE). PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS AS THEY APPLY TO YOUR USE OF THE RTECH SOLUTIONS LLC SERVICE.

ON THE TERMS OF THE END-USER AGREEMENT (SEE PAGE 2),
CONDITIONS AS THEY APPLY TO YOUR USE OF THE RTECH SOLUTIONS LLC SERVICE

Signature
Name
Title
Date

21-0106



INITIAL ORDER FORM - OFFICE SERVICES

This Initial Order Form is a binding agreement between RingCentral, Inc. ("RingCentral") and Anderson County Family Justice Center, ("Customer" or "You") (together the "Parties"), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to the terms and conditions specified in the applicable Agreement between the Parties. Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties.

Service Provider	
Service Provider	RingCentral, Inc.
Address	20 Davis Drive
City, State & Zip Code	Belmont, CA 94002
Country	USA

Customer	
Customer	Anderson County Family Justice Center
Address	301 Broadway St,
City, State & Zip Code	Oak Ridge,, TN 37830
Country	United States
Billing Contact Person	
Billing Contact Phone	
Billing Contact E-mail Address	

Service Commitment Period	
Start Date	April 7 th , 2021
Initial Term	12 Months
Renewal Term	12 Months

RingCentral

Payment Schedule	Monthly Payment Schedule
-------------------------	--------------------------

RingCentral Office Services					
Summary of All Services					
Summary of Service	Charge Term	Qty	Rate	Monthly Subtotal	One-time Subtotal
DigitalLine Unlimited Standard	Monthly	5	\$27.99	\$139.95	\$0.00
e911 Service Fee	Monthly	5	\$1.00	\$5.00	\$0.00
Compliance and Administrative Cost Recovery Fee	Monthly	5	\$4.00	\$20.00	\$0.00
RingCentral Video	Monthly	1	\$0.00	\$0.00	\$0.00
RingCentral for Desktop	One - Time	5	\$0.00	\$0.00	\$0.00
New Service Amount *				\$164.95	\$0.00
Total Initial Amount *				\$164.95	

* Amounts are exclusive of applicable Taxes and Fees.

Cost Center Billing:

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

RingCentral

IN WITNESS WHEREOF, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer

Anderson County Family Justice
Center

By: _____

Name: _____

Title: _____

Date: _____

RingCentral

RingCentral, Inc.

By: Carson Hostetter

Name: Carson Hostetter

Title: SVP, Field Sales

Date: _____

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (together with its Attachments, the "Agreement") is made by and between RingCentral, Inc., a Delaware corporation with its primary office at 20 Davis Drive, Belmont, CA 94002, ("RingCentral"), and Anderson County Family Justice Center, located at the address set forth in the Order Form ("Customer"). RingCentral and Customer may be individually referred to as a "Party" or collectively as the "Parties". This Agreement is effective as of the last date of signature below ("Effective Date").

1. Provision of the Service

A. General Terms

The purchase, provision, and use of the Services is subject to the terms contained in this Agreement, the Order Forms, the Online Terms of Services, included at <https://www.ringcentral.com/legal/eulatos.html> (the "Online Terms of Service"), and the Service Attachments applicable to Customer's Services. All these documents are hereby incorporated into and form a part of this Agreement. RingCentral may update the Online Terms of Services from time to time, and will provide notice to Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to Customer.

Capitalized terms not defined in this Agreement have the meaning given to them in the Online Terms of Service.

2. Ordering and Term

A. Ordering Services

Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.

B. Term of this Agreement

The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.

C. Services Term

The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form ("Initial Term"). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, recurring Services will automatically renew for successive periods as set forth in the initial Order Form (each a "Renewal Term") unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The Term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

D. Service Attachments

In addition to the Service Attachments referenced in the Online Terms of Services, the Parties may agree to add additional Service Attachments to this Agreement.

Service Attachment A: Office Services

3. Invoicing and Payment

A. Prices and Charges

All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account.

Unless otherwise agreed between the Parties, recurring charges for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form, and will continue for the Term. Recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) will, unless otherwise agreed between the Parties, once incurred, remain in effect for the then-current Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term.

Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days' written notice.

Outbound calling rates will be applied based on the rate then in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

B. Invoicing and Payment

Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are billed in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date.

Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.

C. Taxes

All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.

4. Termination

A. Termination for Cause

Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

B. Effect of Termination

If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 4(A), Customer will not owe any fees or charges for the Services in respect of any period subsequent to the date of such written notice (except those arising from continued usage before the canceled Services are disconnected), and will be entitled to a pro-rata refund of any prepaid and unused fees for the canceled Services being terminated.

If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 4(A), the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

C. Trial Period

In addition to the above, Customer may cancel any Services purchased under this Agreement with written notice to RingCentral within thirty (30) days of the date in which the purchase becomes effective. Except as otherwise provided in the Agreement between the Parties, in the event of a timely cancellation, Customer shall not owe any fees or charges for the Services being canceled in respect of any period subsequent to the date of such written notice (except those arising from continued Usage), and shall be entitled to a pro-rata refund of any prepaid and unused fees for the Services subject to the cancellation. All purchases are final after 30 days.

5. Miscellaneous

A. Entire Agreement

The Agreement, together with any exhibits, Order Forms, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.

B. Order of Precedence

In the event of a conflict between these documents, the following shall have precedence in interpretation: (a) the applicable Order Form, (b) any applicable Service Attachments, (c) this Master Services Agreement, and (d) the Online Terms of Service.

C. Execution

Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

D. Counterparts

This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

IN WITNESS WHEREOF, the Parties have executed this Agreement below through their duly authorized representatives.

Anderson County Family Justice Center

By:

Name:

Title:

Date:

RingCentral, Inc.

By:

Carson Hostetter

Name:

Carson Hostetter

Title:

SVP, Field Sales

Date:

SERVICE ATTACHMENT A

SERVICE ATTACHMENT – RINGCENTRAL OFFICE SERVICES

This Service Attachment is a part of the Master Services Agreement (the “Agreement”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingCentral Office Services as described under the applicable Order Form.

1. Service Overview

RingCentral Office is a cloud-based unified communications service that includes enterprise-class voice, fax, text, call handling, mobile apps, and BYOD capability that integrates with a growing list of applications.

RingCentral Office includes

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available) and other innovative tools

RingCentral Office Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. Office Purchase Plans

A. Tiers of Service

RingCentral Office is made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>

While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. "Unlimited" use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc.

B. Minute and Calling Credit Bundles.

Minute Bundles, e.g., Toll Free Minute Bundles, can be purchased in incremental buckets of minute in addition to any number of minutes included with the purchased tier. Inbound Toll-Free minutes are deducted from included minutes, purchased Minute Bundles, or charged as overage at the rates currently in effect.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier.

International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411) .

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

3. Operator Assisted Calling, 311, 511 and other N11 Calling.

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling in one or more service areas. Additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the "Directory Listing Service"). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory ("Listing Information"). This information may include, but is not limited to, Customer's company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer's Listing Information may enter the public domain and that RingCentral cannot control third parties' use of such information obtained through the Directory Listing Service.

i. **Opt Out.** Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer's Listing Information removed from third-party directory assistance listing services that have already received Customer's information.

ii. **No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer's telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer's Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. RingCentral Global Office

RingCentral Global Office provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global Office is available. Additional information related to Global Office Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>.

This section sets forth additional terms and conditions concerning RingCentral's Global Office for customers that subscribe to it.

A. Emergency Service Limitations for Global Office.

RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global Office is available, allowing End Users in most countries to access Emergency Services (911 in the United States and Canada, 999/112 in the United Kingdom and throughout the European Union, and any other applicable Emergency Services number). Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global Office countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.

B. Global Office Provided Only in Connection with Home Country Service.

RingCentral provides Global Office Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global Office Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global Office Services will be done in the Home Country on the Customer's Account, together with other Services purchased under this Agreement, using the Home Country's currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global Office Service in English; additional language support may be provided at RingCentral's sole discretion.

C. Relationships with Local Providers.

In connection with the provision of RingCentral Global Office Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable You to receive calls from non-RingCentral numbers on Customer's Global Office telephone number(s), by connecting with the local public switched telephone network.

RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer's behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services.

6. Definitions.

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

- A. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
- B. **"End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
- C. **"Extension-to-Extension Calls"** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
- D. **"External Calls"** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
- E. **"Home Country"** means the United States or the country that is otherwise designated as Customer's primary or home country in the Order Form.

EMPOWERDB USER AGREEMENT

This agreement regarding usage of the web based database software EmpowerDB is between:

CONTRACTOR: EmpowerDB a business owned by Steven Jenkins and registered in Boston, MA

and

AGENCY: Anderson County Family Justice Center of Oak Ridge, TN

1. ANNUAL FEE

Beginning one year after database access is first granted to AGENCY, an annual subscription fee of \$800 will be issued. This fee guarantees usage of the database to an unlimited number of database users, as per the conditions below, throughout the calendar year. The annual fee may increase, but never by more than 10% per calendar year and no more frequently than every other year.

2. HOURLY WORK

CONTRACTOR's hourly fee is currently \$80. AGENCY agrees that the hourly fee may increase, but never by more than 10% per two calendar years.

Any work requested by AGENCY to customize EmpowerDB, provide assistance on its use or reporting features, or any other work beyond the scope of this agreement will be charged at the CONTRACTOR's hourly fee. Work will be billed in quarter hour increments with a minimum of one quarter hour charge for any qualifying request.

For work requested by AGENCY that totals more than one hour of time, CONTRACTOR agrees to give AGENCY clear notice of the time spent and gain approval from an authorized AGENCY representative before continuing with any remaining work related to the request.

For hourly work for which the quoted estimate is over six hours, AGENCY may request from the CONTRACTOR a price quote capping the cost of the work requested. A capped price quote will be submitted once AGENCY has provided a written description detailing all work requested.

Any work by the CONTRACTOR addressing issues where EmpowerDB is behaving in a way that is producing errors, is inaccessible, or is otherwise acting in unintended ways will be done at no cost to AGENCY.

3. EMPOWERDB SECURITY and DESIGN

CONTRACTOR agrees that EmpowerDB will adhere to the following security and design guidelines:

- EmpowerDB will be hosted on an American web server that meets the strictest security guidelines for protecting against all forms of digital attack.
- EmpowerDB will be fully functional on the latest versions of the following web browsers: Google Chrome, Microsoft Edge, Mozilla Firefox, and Apple Safari.
- All internet communication between the EmpowerDB web server and AGENCY workstations will be encrypted via a 128 bit SSL/TLS connection issued through a certificate issuing authority trusted by default by the browsers listed above.
- All text data entered into EmpowerDB by AGENCY will be stored on the EmpowerDB web server in an encrypted form.
- The encryption key for all text data stored on the EmpowerDB web server will never reside on the EmpowerDB server, or in any other digital form on CONTRACTOR's workstations.
- Provided AGENCY enables the Internet Connection Management feature of EmpowerDB, no IP addresses, except those approved by AGENCY and CONTRACTOR's office connection, will have access to AGENCY's version of EmpowerDB.
- A full backup of the AGENCY's data will be conducted each night and that reliability of the backups will be tested regularly.

4. CONFIDENTIALITY

CONTRACTOR agrees not to disclose to any third party any confidential or proprietary information of AGENCY, including information relating to AGENCY clients, services, or staffing. CONTRACTOR agrees not to store any confidential, unencrypted data relating to AGENCY clients, services, or staffing on CONTRACTOR's workstations or any other off-site server.

5. OWNERSHIP OF DATA

CONTRACTOR claims no ownership of any AGENCY data stored on EmpowerDB. CONTRACTOR may never provide any AGENCY data to any outside party at any time. Any termination of this contract shall never terminate this clause.

6. PAYMENT and INVOICES

CONTRACTOR will provide AGENCY with invoices clearly outlining any EmpowerDB Annual Fees, Hourly Fees, or any pre-approved additional costs. Invoices will be issued upon the last business day in each quarter unless AGENCY'S outstanding balance is less than \$100 or AGENCY makes a request to be billed at the end of the quarter for their balance of less than \$100.

Payment must be made to CONTRACTOR within 8 weeks of receipt of invoice. A reminder invoice will be sent after 4 weeks of an unpaid invoice. If CONTRACTOR does not receive payment after 8 weeks, CONTRACTOR holds the right to restrict access to AGENCY's version of EmpowerDB until payment is received.

7. COPYRIGHT

CONTRACTOR holds full copyright to the entirety of EmpowerDB, including any additions that AGENCY may request CONTRACTOR to build. AGENCY agrees to not distribute access to EmpowerDB to any third party organizations without the consent of CONTRACTOR.

8. LIABILITY

CONTRACTOR may be held liable, and agrees to indemnify and hold AGENCY harmless, if any third party is able to acquire a readable, unencrypted version of AGENCY data, provided that the acquisition was not the result of a lapse of security on the part of any AGENCY user. Lapses of security on the part of AGENCY include, but are not limited to: passwords/encryption keys stolen from AGENCY controlled machines/possessions, malware/viruses installed on AGENCY computers, intentional AGENCY approval of malicious internet connection, disabling of the Internet Connection Management feature.

9. JURISDICTION OF DISPUTE

Any disputes as to the enforcement or breach of this understanding, or claim of liability, shall be handled in courts representing CONTRACTOR's Boston, Massachusetts jurisdiction.

10. CONTRACT TERMINATION & REQUEST OF RAW DATA

This agreement is for ongoing services and will not expire or otherwise be invalidated without action taken by AGENCY or CONTRACTOR.

An authorized AGENCY representative may request termination of this agreement and end their usage of EmpowerDB at any point and for any reason. Upon termination of this agreement, AGENCY may request from CONTRACTOR all of AGENCY's data in an unencrypted, post-processed form (all text unencrypted, dates in m/d/y format, select one fields represented by their full names instead of internal codes, etc). AGENCY must supply CONTRACTOR with its encryption key for CONTRACTOR to facilitate this request. Within two weeks of AGENCY's request for the raw data, CONTRACTOR must provide in a secure digital format the unencrypted, post-processed data. CONTRACTOR may not charge a fee to fulfill a request for the raw data.

CONTRACTOR can terminate this agreement only in the case of ceasing all business operations. The unencrypted, post-processed form of AGENCY's data (as described above) will be made available to AGENCY at least sixty days before EmpowerDB ceases operations.

Any new ownership of EmpowerDB would be obligated to comply with all past agreements.

11. INITIAL DATABASE SETUP COSTS

EmpowerDB Initial Setup Fee: \$2,000

A one-time access fee to purchase the base EmpowerDB software.

Database Setup & Configuration Consulting Time: \$1,840 (estimate)

An estimated 23 hours of consultation time at \$80/hr to assist in the planning and structuring of database content, configuration of the system to the specifications decided on, configuration of reports, and training on system's general use and administration. Final invoice will reflect only the amount of hours used.

Report: VOCA: \$400

Automated report to generate the numbers needed for the VOCA Quarterly Report

All Funder Report charges are one-time fees guaranteeing AGENCY unlimited access to reporting functionality. CONTRACTOR agrees to remain compliant with the above funder(s) data standardization and reporting as new requirements are announced over time. Additional charges to AGENCY may occur, however, if an above Funder changes their requirements or report form.

Total Initial Setup: \$4,240

12. INITIAL DATABASE SETUP TERMS

Initial Payment and Contract:

Payment for the EmpowerDB Initial Setup Fee (see Section 11) must be in-hand, or paid by Credit Card, by 08/01/2021.

A copy of this agreement signed by an authorized representative of AGENCY must be received by 08/01/2021. CONTRACTOR will upload a countersigned copy of the agreement to the Project Portal (see below) once Initial Payment and Initial Starting Materials have been received.

Initial Starting Materials:

AGENCY must submit to CONTRACTOR via the Project Portal (see below) all Initial Starting Materials by 08/01/2021.

Initial Starting Materials include:

- 1) Submitting all paper or digital Intake Forms used to collect data at any of AGENCY's programs
- 2) Submitting responses to a questionnaire related to AGENCY's organizational structure and data collection goals
- 3) Submitting Funder Report forms for reports that are not currently supported by EmpowerDB.

Any additional Intake Forms or major aspects of AGENCY's organizational structure (residential programs that exist, major types of services that are offered, etc) that are disclosed by AGENCY after 08/01/2021 will be disregarded through the remainder of the setup process. AGENCY may make a request at the end of the Setup

4/6/2021

Process for the additionally disclosed information to be incorporated into the database, at the CONTRACTOR's hourly rate.

Return of Initial Payment:

If EmpowerDB Initial Setup Fee has been received by CONTRACTOR but the Signed Agreement or Initial Starting Materials have not been received by their respective due dates, the entirety of this Agreement is invalid. If a new Agreement is not established, CONTRACTOR will return any payment received no later than fifteen business days after either AGENCY or CONTRACTOR determines another Agreement cannot be established.

Setup Start Date:

Provided the Initial Payment, Contract, and Starting Materials have all been sent before the agreed upon date, the Setup Process will start on or before 09/01/2021. On or before the Setup Start Date, an EmpowerDB Project Manager will contact AGENCY to set up a date for the Initial Planning meeting of the Setup Process. This meeting will occur after the Setup Start Date.

Setup End Date:

The Setup Process must be concluded before 11/26/2021. All Milestone Dates (see below) agreed upon between AGENCY and the EmpowerDB Project Manager must take place before the Setup End Date.

EmpowerDB Project Manager:

AGENCY will be assigned an EmpowerDB staff member to be AGENCY's sole point of contact during the Setup Process. If for any reason a new EmpowerDB Project Manager is assigned to AGENCY before Setup End Date, the Setup End Date and Milestone Date restrictions (see below) will no longer apply.

Project Portal:

AGENCY will have access to a password-protected web site that will show all information relevant to the Setup Process including: billable time spent, upcoming Milestone Dates, information AGENCY has submitted about their organizational structure, AGENCY intake forms, and requested setup changes. AGENCY will receive automated email reminders from the Project Portal system in advance of Milestone dates.

Milestone Dates:

Throughout the Setup Process, AGENCY and their Project Manager will agree on a variety of dates in which AGENCY must complete a task or submit further information/materials.

AGENCY will be given clear directions and expectations for each request before being asked to commit to a Milestone Date. Each Milestone Date will be clearly visible in the Project Portal. AGENCY will receive automated email notifications in advance of all Milestone Dates.

Any information submitted after the Milestone Date and Cutoff Time (see below), unless in Extreme Exceptions (see below), will be disregarded until after the Setup Process has been completed. The EmpowerDB Project Manager will instead make any necessary decisions to setup AGENCY's database in a way that meets AGENCY's previously described needs utilizing the Project Manager's prior experience with similar organizations and AGENCY's funder reporting needs. Any decisions made by the EmpowerDB Project Manager due to required information not submitted by the agreed upon Milestone Date cannot be modified until after the Setup Process has been completed.

Initial Phone Call:

An initial phone meeting between AGENCY and Project Manager must take place, unless in Extreme Exceptions (see below), within fourteen calendar days of the Setup Start Date. If a call does not take place due to AGENCY's limitations, the EmpowerDB Project Manager will set all Milestone Dates based on their discretion. The Milestone Dates the Project Manager decides upon in this circumstance cannot be modified by AGENCY at any point in the setup process.

Extreme Exceptions:

Milestone Dates can only ever be changed in the event of the following circumstances:

- AGENCY is subject to natural or man-made disaster (earthquake, fire, flood, major weather event, mass violence, etc.)
- A key AGENCY staff member experiences an illness or leave of absence excluding them from fulfilling all AGENCY duties for four or more consecutive days.

Extreme Exceptions do NOT include:

- AGENCY interruptions related to responding to AGENCY clients' needs.
- AGENCY's requirements around funder reporting, grant submissions, or events.

AGENCY will make the sole determination as to whether an Extreme Exception has occurred.

If an Extreme Exception requires the changing of a Milestone Date, AGENCY and the EmpowerDB Project Manager must mutually agree upon a new date that is no more than thirty business days after the originally set date. This date may be after the Setup End Date.

Submission of Initial Payment, Contract, and Starting materials are not subject to this Extreme Exception clause.

Additional Funder Reports:

Funder Reports not disclosed in Section 11 above and disclosed by AGENCY at a later date in the Setup Process will be disregarded until after the completion of the Setup Process.

Post Setup:

The Setup Process is complete ten business days after any AGENCY user begins using EmpowerDB for real, live data; or on the Setup End Date; whichever comes first.

After the Setup Process is complete, CONTRACTOR will submit a second invoice covering all unpaid Initial Database Setup Costs (see section 11 above). If AGENCY utilized more Database Setup & Configuration Consulting Time than estimated, AGENCY will owe the full actual amount of time that has accrued. If AGENCY utilized less Database Setup & Configuration Consulting Time than estimated, AGENCY will have the choice of paying for the exact amount of time used or paying the full estimated amount and receiving a credit for the additional dollar value paid. The credit will be automatically applied toward any future hourly work or Annual Fee charges.

After the Setup Process is complete, AGENCY may request further support or changes to their version of EmpowerDB. These requests must be made through the Database Support System. AGENCY's assigned Project Manager may not be the one to respond to future support requests. AGENCY understands that response time to these requests is dependent on CONTRACTOR's current demand.

Cutoff Times:

For any date listed above, the time in which information or materials must be received is 11:59pm on the date described and in the time zone of the AGENCY's main offices.

CONTRACTOR:

Name: _____ Date: _____

AGENCY:

Name: _____ Date: _____

21-0108



EmpowerDB
500 Westover Dr #12991
Sanford, NC 27330
(800) 868-0260
info@empowerdb.com
www.empowerdb.com

Invoice 1982

BILL TO

Anderson County Family
Justice Center
101 South Main Street,
Suite 300
Clinton, TN 37716

DATE
04/06/2021

PLEASE PAY
\$4,240.00

DUE DATE
07/05/2021

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/06/2021	Initial Access Fee	1	2,000.00	2,000.00
04/06/2021	Access Fee & Set Up VOCA Report	1	400.00	400.00
04/06/2021	Initial Consulting Time Advanced Payment	23	80.00	1,840.00

TOTAL DUE **\$4,240.00**

THANK YOU.

If paying by check, make checks out to "EmpowerDB"

Anderson County Government Employee AEMT School Tuition Agreement

This Tuition Agreement is made on April 19, 2021 by and between, Aaron Bell (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 May 10, 2021 and ending on or about July 26, 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 \$3,200, 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 one (1) year after obtaining of AEMT State EMS License. (ACEMS will not pay for testing fees, which are considered a separate cost from the school requirements). Should the employee leave during the period of the agreement, the employee will be required to repay the whole amount paid by ACEMS to RSCC.

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; but excluding layoffs due to staff downsizing.
- b. Employment of the Employee at ACEMS terminates prior to the completion of the year after obtaining of AEMT State EMS License.
- c. Failure to complete/pass the AEMT program.
- d. Failure to obtain state AEMT 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:

Signature

Print Full Name

Date: _____

Address: _____

For Anderson County:

Nathan Sweet, Director of Emergency
Medical Services

Date: _____

Approved as to Form:

County Law Director

ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD

- Property declared to be surplus may be transferred to another Anderson County office or be sold at internet auction.
- The IT Department will manage the disposition of hard drives.
- The Vehicle Inspection Form is to be used to sell vehicles. A police report must accompany this form if the property was stolen.
- Transferring property to an Entity outside of Anderson County requires Purchasing Committee and County Commission approval.
- This form should be emailed to Surplus@andersontn.org

Anderson County requests to surplus property as detailed below.

(Department) Buildings / Grounds

2/1/2021

Signature of Department Head/Elected Official

Date

Asset Tag Number (N/A if no Tag).	Property Description (Vehicles - list Year, Make, Model, and Location)	Serial Number/ VIN Number (N/A if no Serial No.)	Property Condition (Working, inoperable, unknown)
	Mosler Vault Door	89308	Working
	Located in room 118A		
	(Mosler Safe Company)		Starting Amount:

Attach additional sheet(s) if necessary.

\$1750

Property Disposition Method (check applicable box)

Internet Auction Fund #: _____ Fund Description: _____ (Attach photos of item(s) to record)	Purchasing Office Use Only Govdeals ID#: _____ Date: _____ Sale Amount: \$ _____ Date removed from Asset Listing: _____
Transfer Property To: _____ (Department) Signature of Receiving Department Head/Elected Official _____ Date _____	
Trade In Purchase Order Number of Trade in: _____	
Stolen or Lost (Attach copy of Police Report)	
Property Destroyed (Attach explanation)	

Received by Purchasing Office: _____

(Date)

2/8/21

Deputy Purchasing Agent Signature: _____

Property Disposition & Surplus Record

RCVD FEB8'21PM3:39
A.C. GOV. PURCHASING

- Description to Specify Door & Frame
- Wait for Mayor's final decision to surplus
- See note about combination

Rev. 1/29/2018

Katherine Ajmeri

From: Terry Frank
Sent: Monday, March 22, 2021 1:15 PM
To: Katherine Ajmeri
Cc: Royden Crocker
Subject: Vault

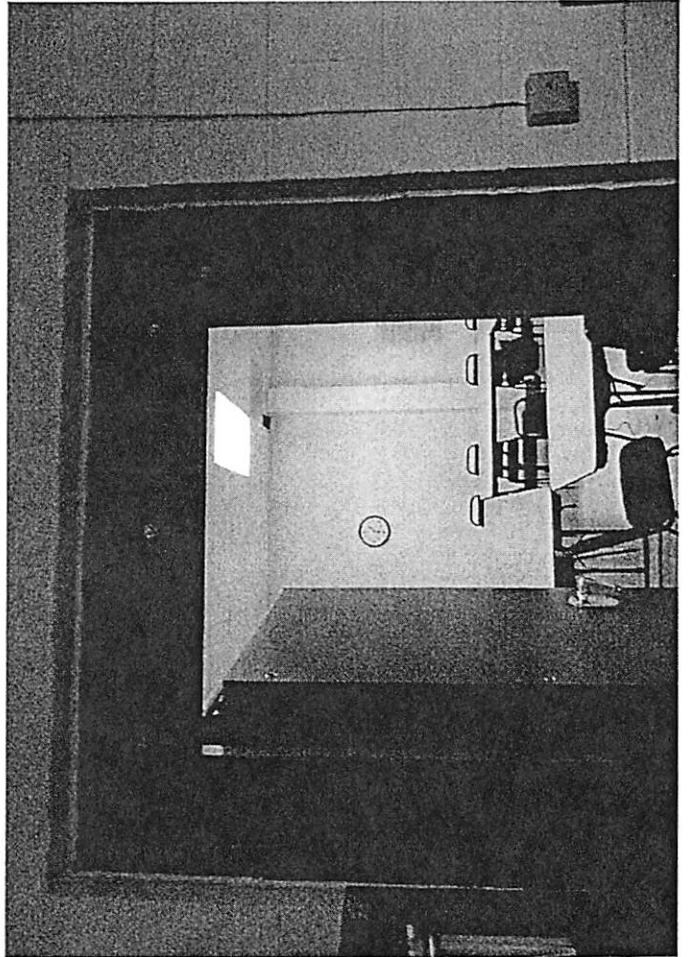
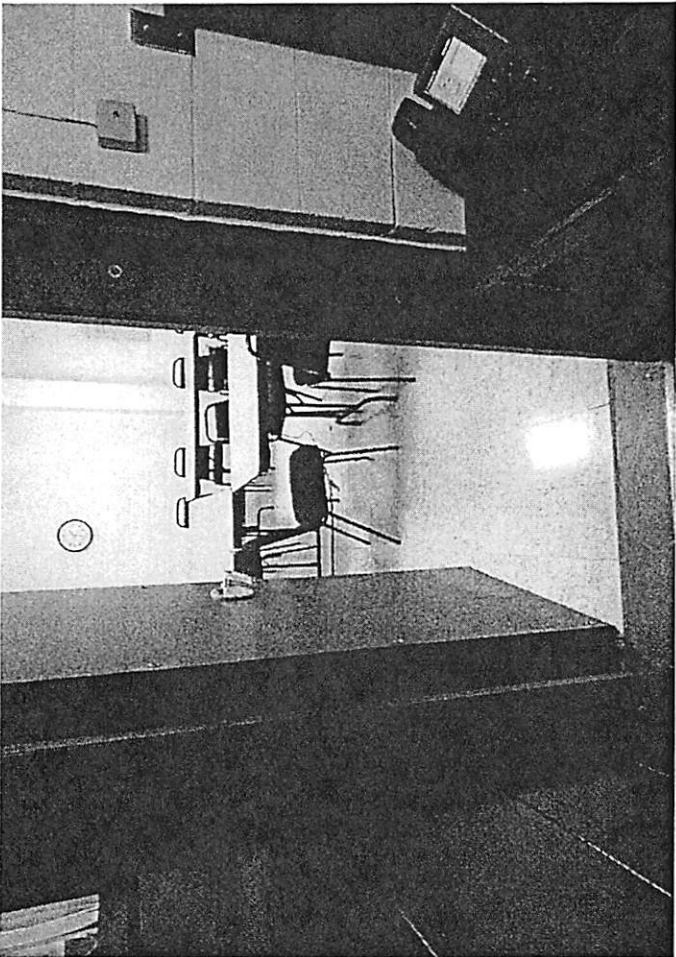
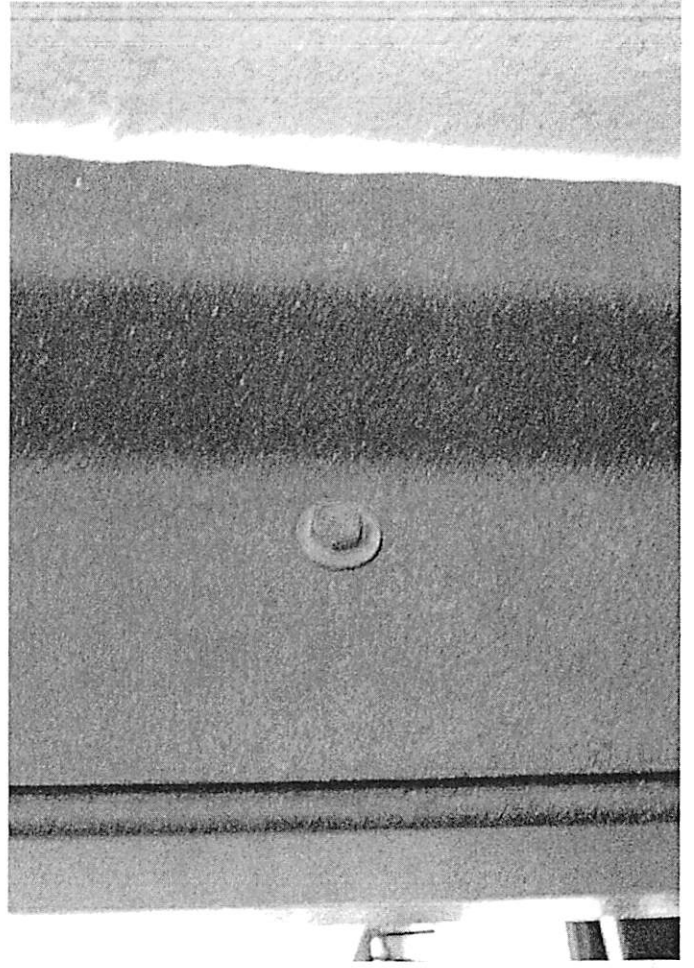
Katherine and Royden,

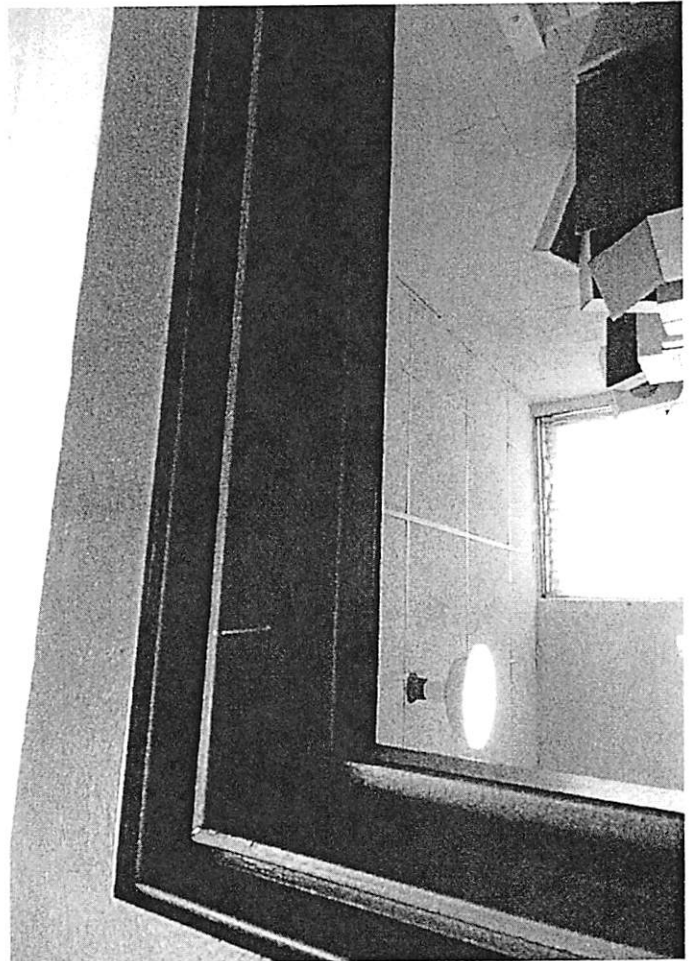
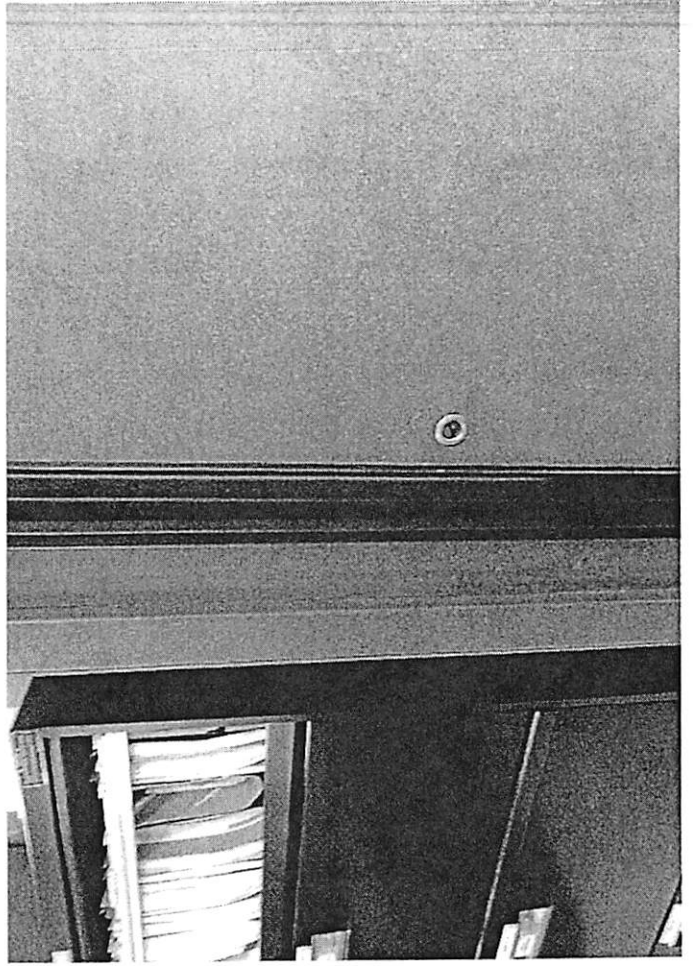
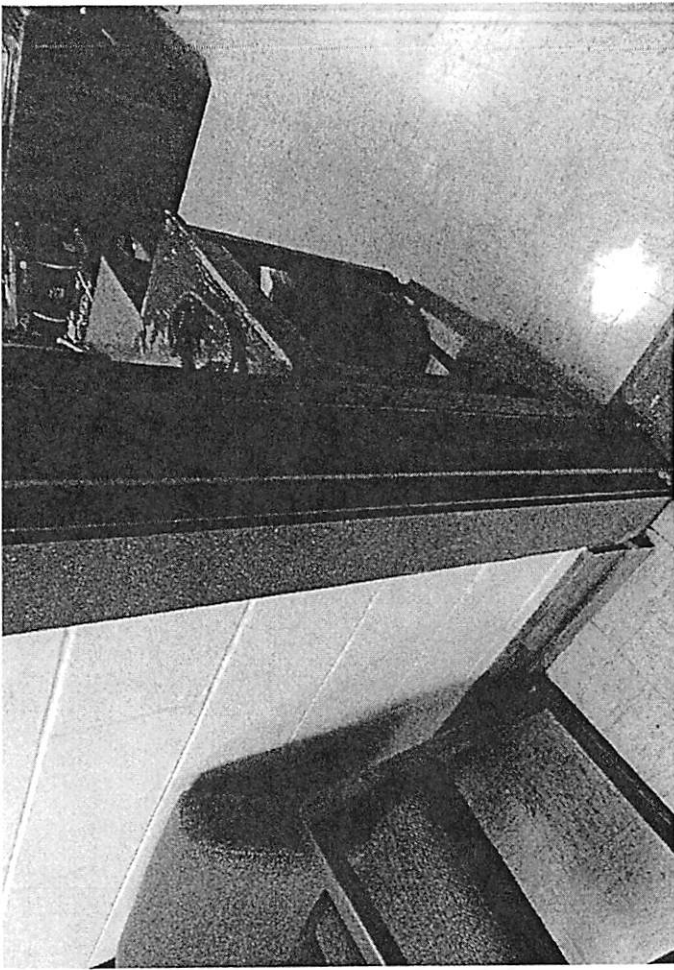
OK: I've discussed the vault door with Roger. We are going to set minimum ask at \$1,750. We can go ahead and go through the process of getting it approved by commission etc.

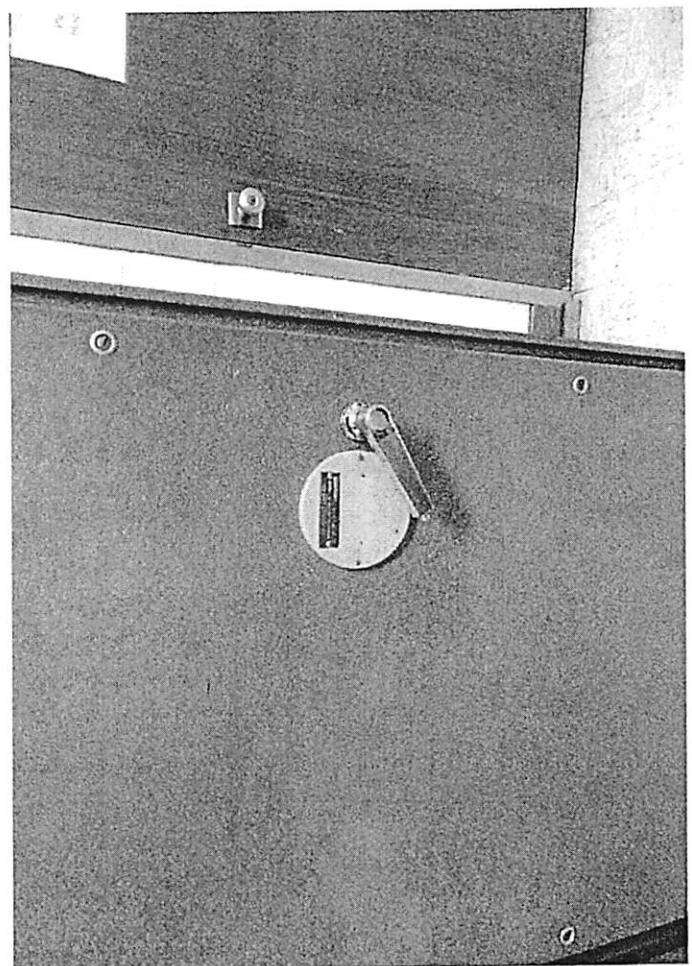
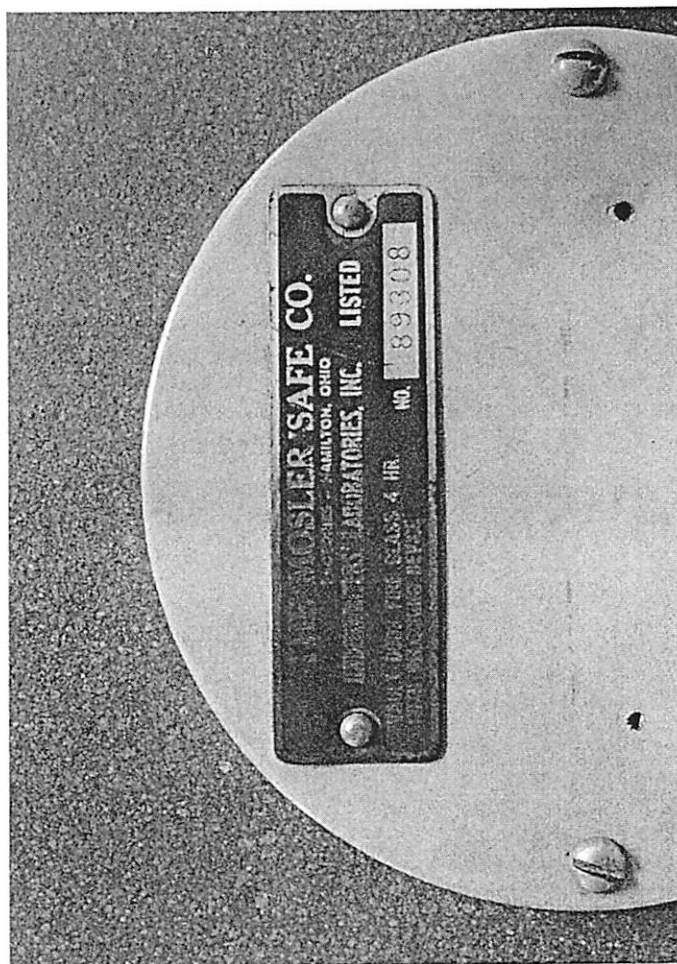
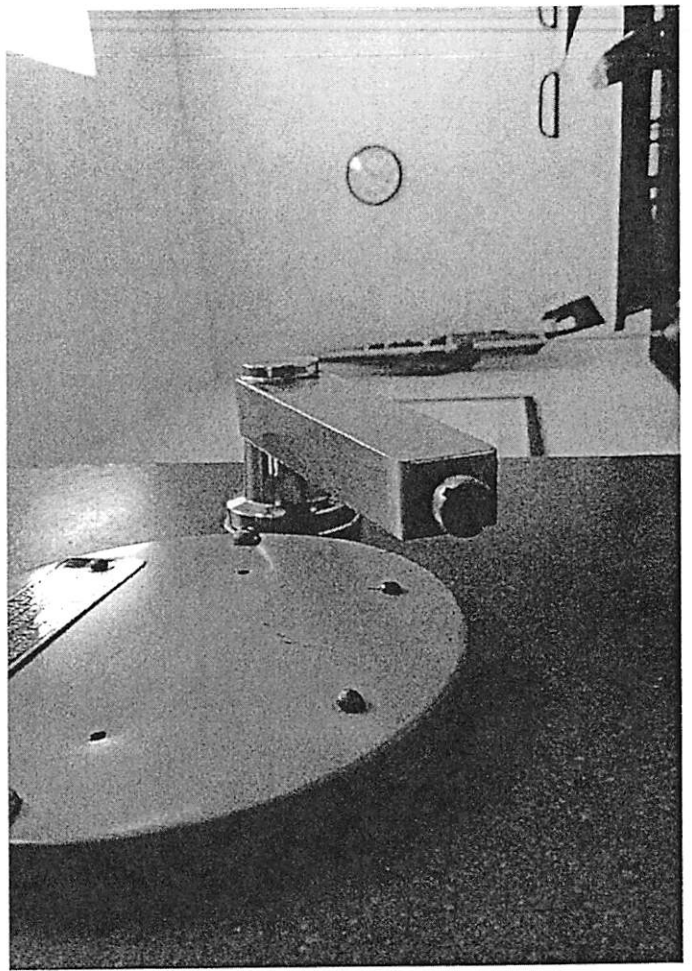
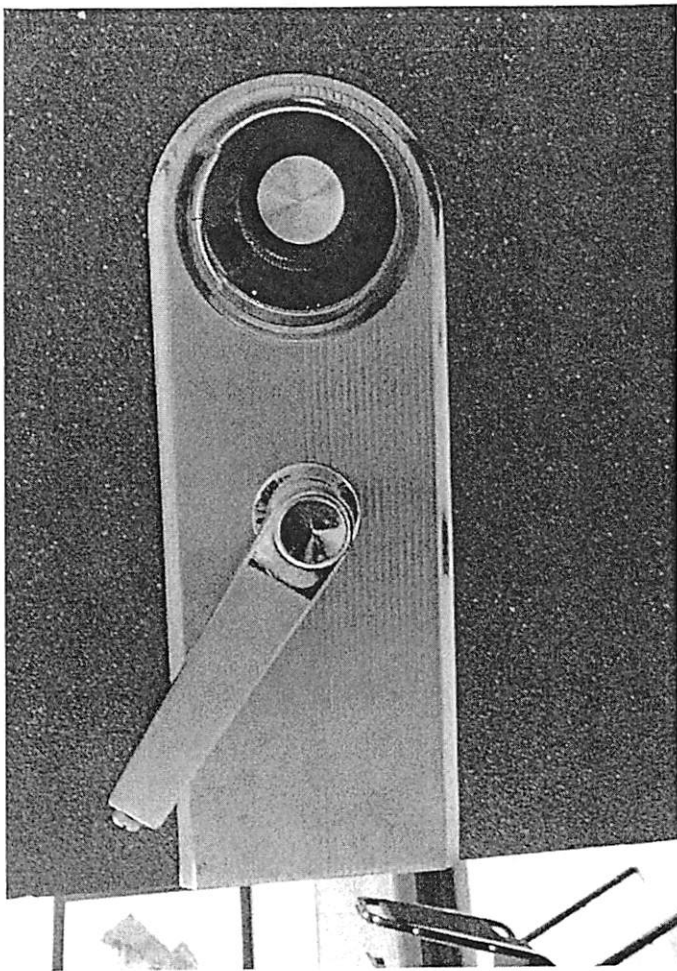
We are going to hold posting it until we talk with contractors who are working on the single entrance on what that timeline is going to look like. But for purposes of permissions, etc., full steam ahead!! 😊

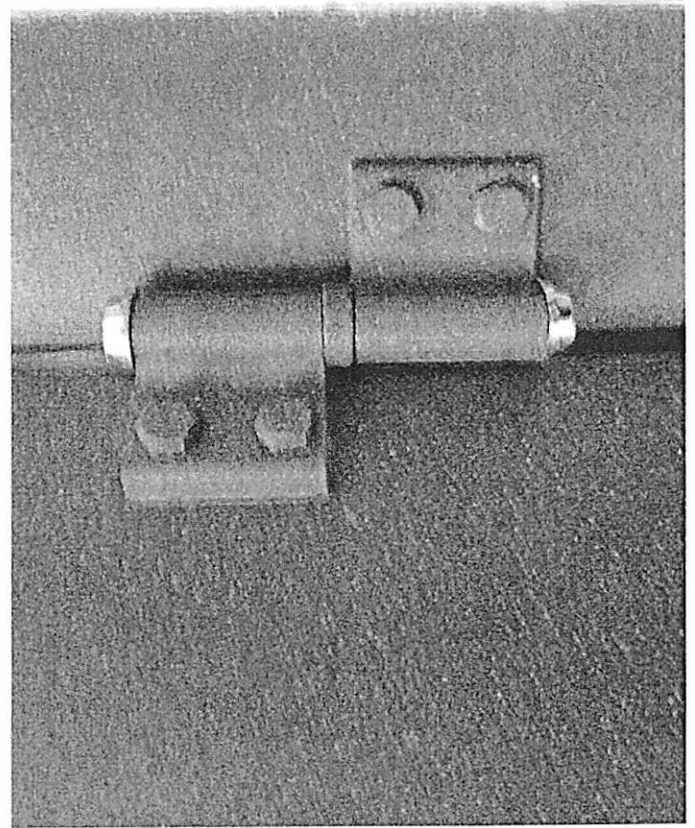
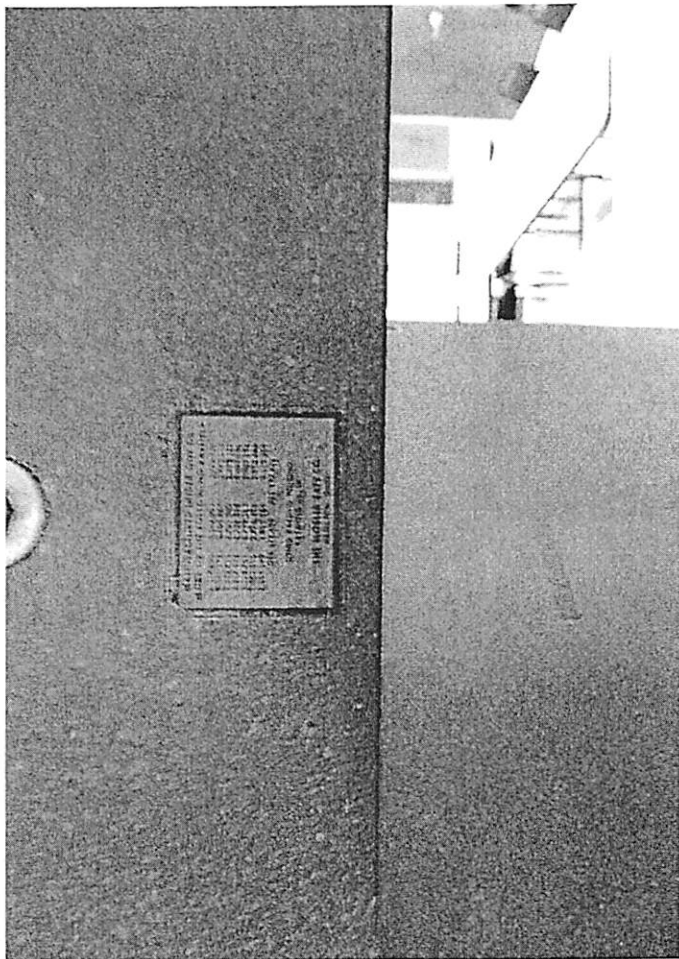
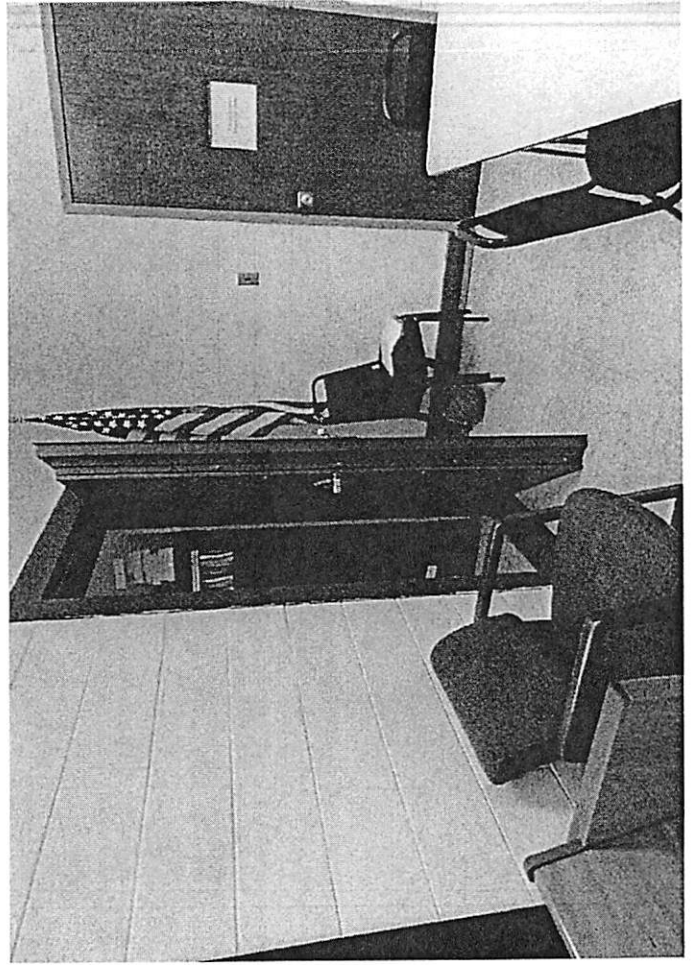
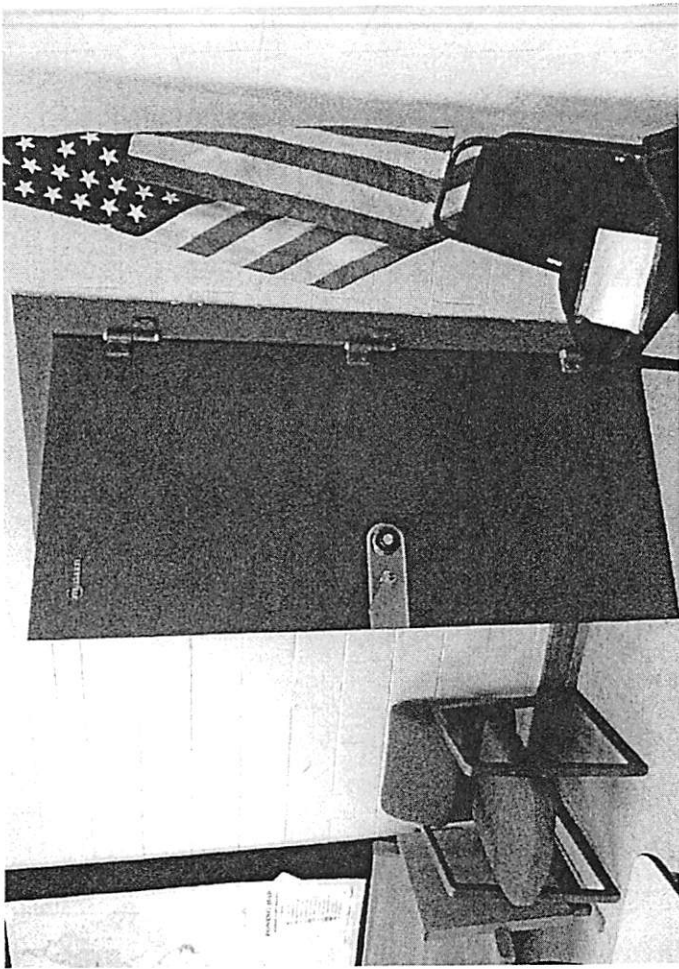
Many thanks!

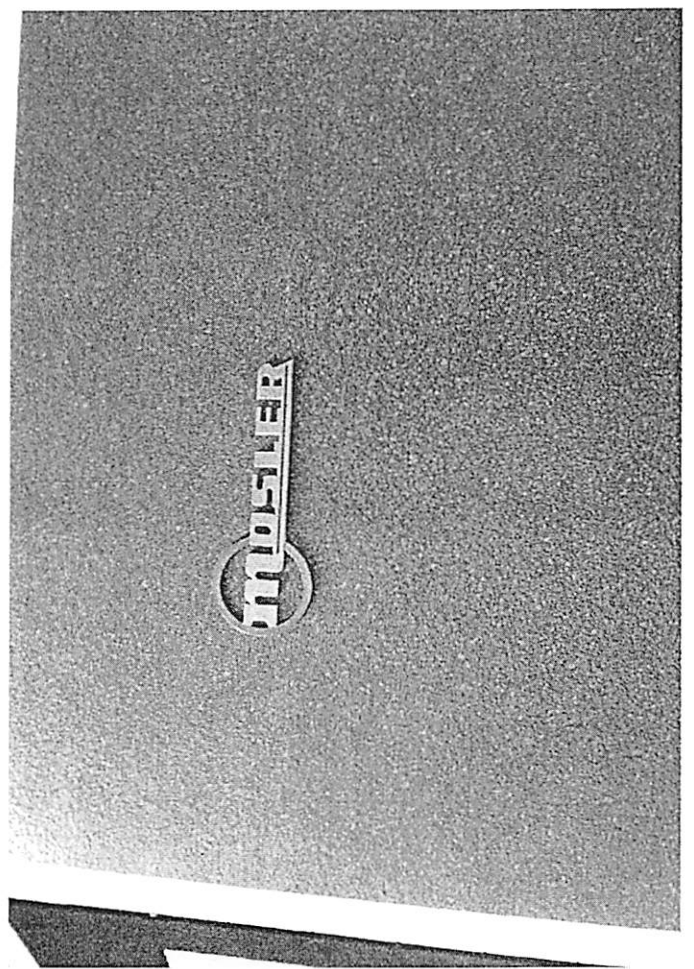
Terry











ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD

- Property declared to be surplus may be transferred to another Anderson County office or be sold at internet auction.
- The IT Department will manage the disposition of hard drives.
- The Vehicle Inspection Form is to be used to sell vehicles. A police report must accompany this form if the property was stolen.
- Transferring property to an Entity outside of Anderson County requires Purchasing Committee and County Commission approval.
- This form should be emailed to Surplus@andersontn.org

BOE (Clinton High School) requests to surplus property as detailed below.
(Department)

Barbara L. Little 3/8/21
Signature of Department Head/Elected Official Date

Asset Tag Number (N/A if no Tag).	Property Description (Vehicles - list Year, Make, Model and Location)	Serial Number/ VIN Number (N/A if no Serial No.)	Property Condition (Working, inoperable, unknown)
	89 Ford Ranger	C22830	Not Running \$100.00

Attach additional sheet(s) if necessary.

Property Disposition Method (check applicable box)

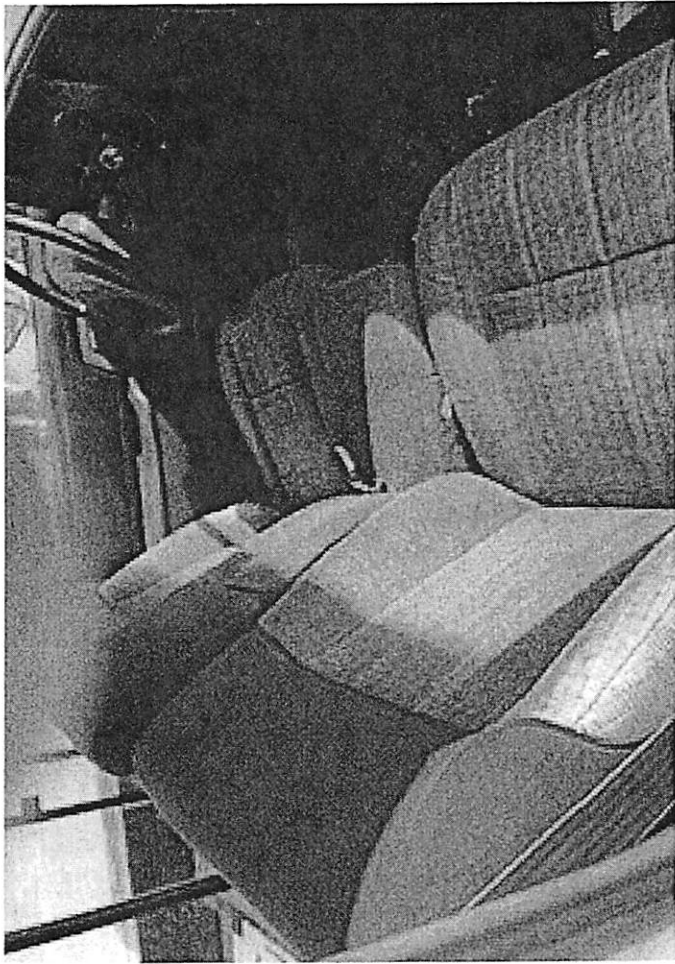
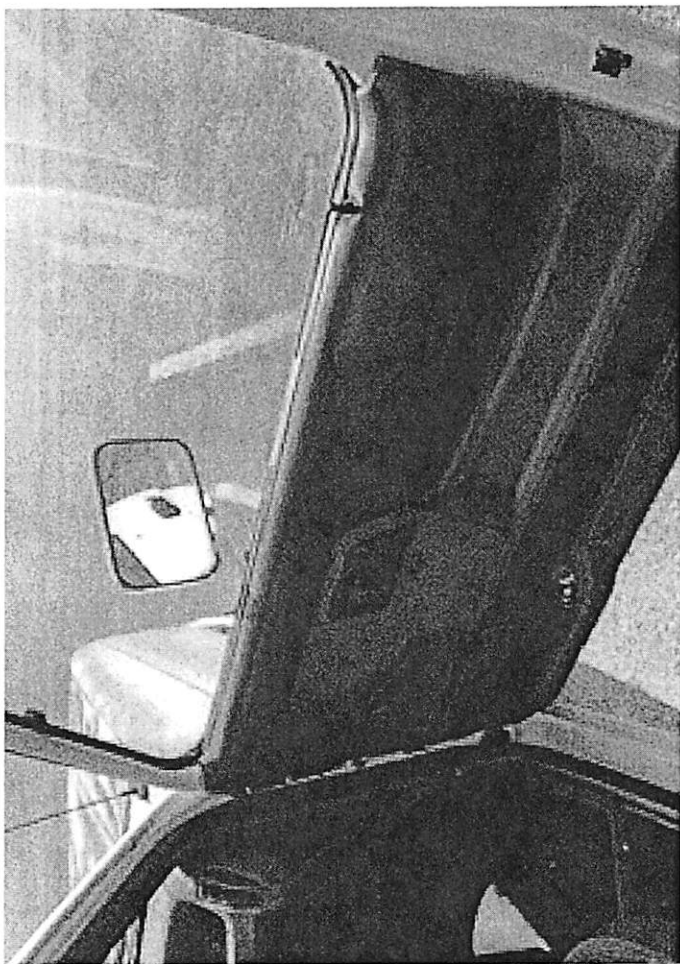
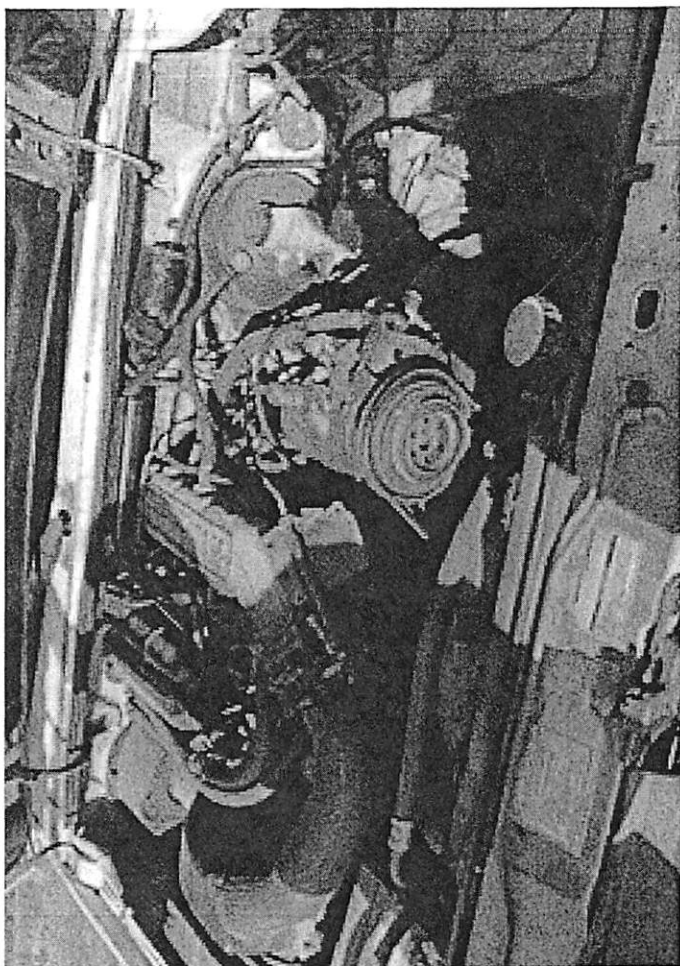
✓	Internet Auction Fund #: _____ Fund Description: _____ (Attach photos of item(s) to record)	Purchasing Office Use Only Govdeals ID#: _____ Date: _____ Sale Amount: \$ _____ Date removed from Asset Listing: _____
	Transfer Property To: _____ (Department) Signature of Receiving Department Head/Elected Official _____ Date _____	
	Trade In Purchase Order Number of Trade in: _____	
	Stolen or Lost (Attach copy of Police Report)	
	Property Destroyed (Attach explanation)	

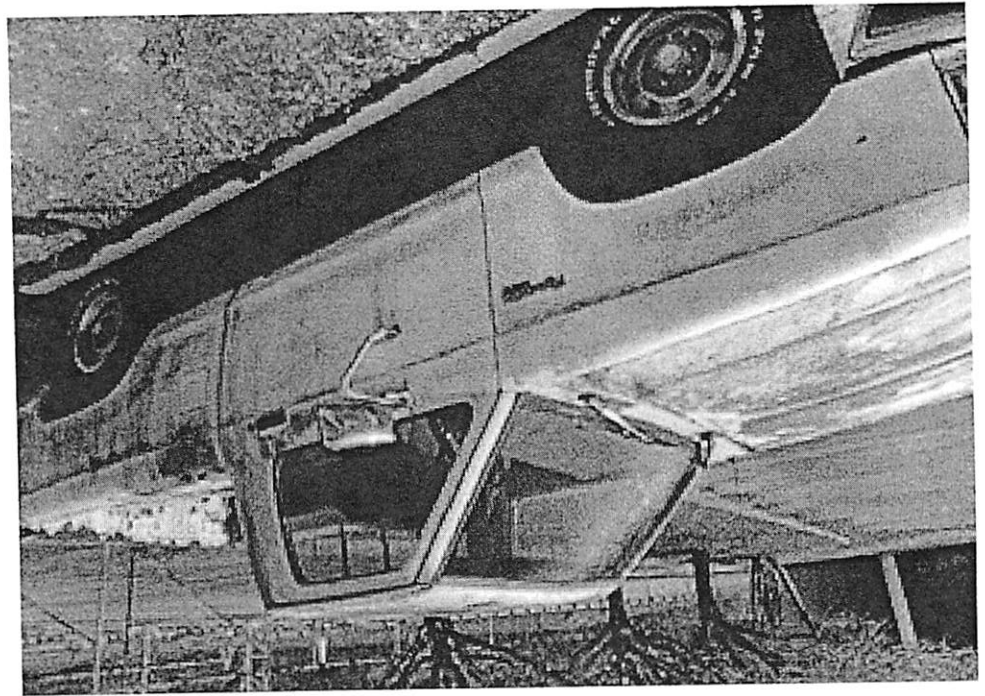
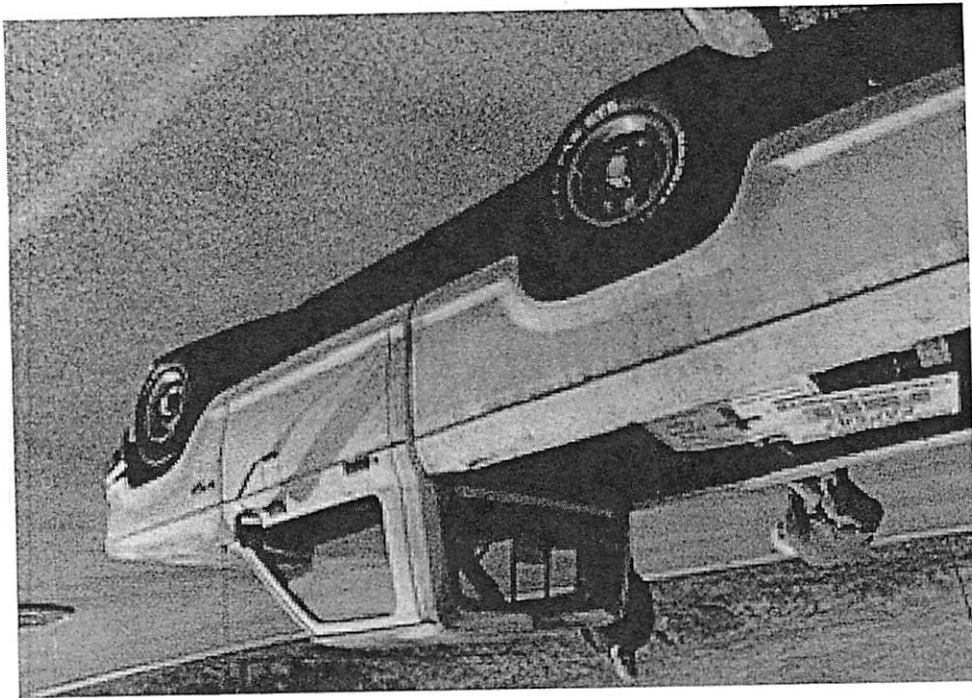
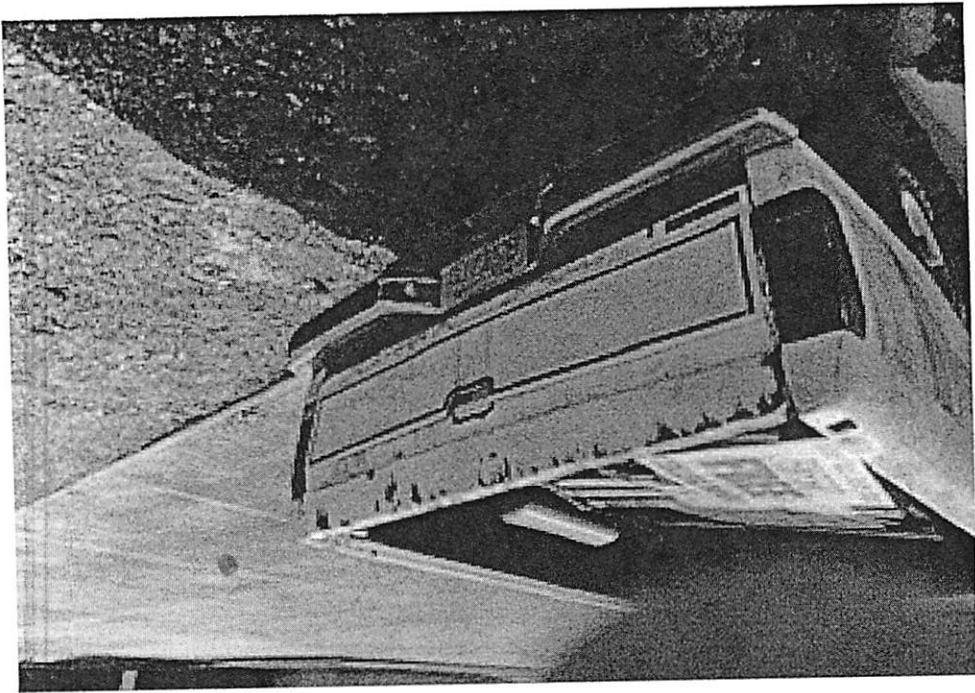
Received by Purchasing Office: _____
(Date)

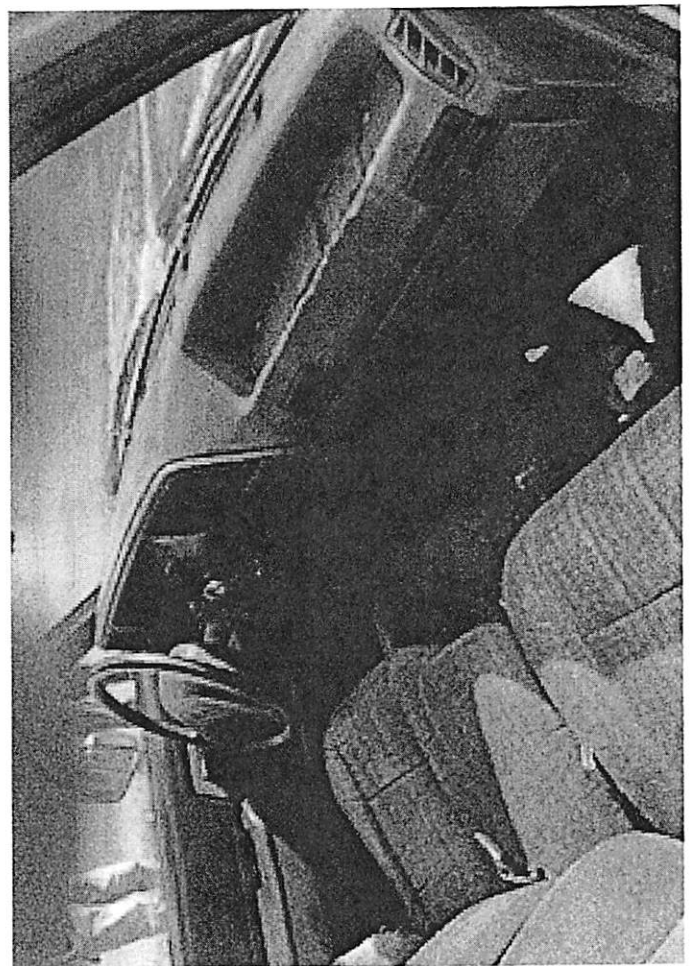
Deputy Purchasing Agent Signature: _____

Vehicle Inspection Form

Inventory ID: _____	Asset Number: _____	Fair Market Value: _____
Short Description: Year <u>1989</u> Make <u>Ford</u> Model <u>Ranger</u>		
VIN: 1 F T C R 1 Ø T Ø K 4 C 2 2 8 3 Ø Title Restriction: <input type="checkbox"/> Y <input type="checkbox"/> N		
Odometer: 3 0 8 8 2 4 <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers Odometer Accurate <input type="checkbox"/> Y <input type="checkbox"/> N: _____		
Long Description: This Vehicle: <input type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input checked="" type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine- Type: <u> L, V </u> <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input type="checkbox"/> Runs <input checked="" type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: _____ This vehicle was maintained every <u>when needed</u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input type="checkbox"/> Miles Date Removed From Service: _____ Maintenance Records: <input type="checkbox"/> Available <input checked="" type="checkbox"/> Not Available For Inspection Transmission: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual <u> </u> Speed Condition: <input type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ Drivetrain: <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive Condition: _____		
Exterior: Color: <u>white</u> Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked _____ Minor: <input checked="" type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings Tire Condition: <u>used</u> Tread: _____ #Flat _____ Hubcaps # <u>0</u> Major Damage to: _____ Additional Damage: <u>Front bumper dented</u> Decals: <input checked="" type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input type="checkbox"/> Have been Removed & <input type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input type="checkbox"/> None <input type="checkbox"/> Has been removed & <input type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes		
Interior: Color <u>Red</u> <input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: <u>Decent shape</u> Damage to Dash/Floor: <u>Dry Rotted Cracked</u> Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input type="checkbox"/> AM/FM <input checked="" type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input checked="" type="checkbox"/> AC (Condition: <input type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC Air Bags: <input type="checkbox"/> Driver's Side <input type="checkbox"/> Dual <input type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input type="checkbox"/> Windows <input type="checkbox"/> Door Locks <input type="checkbox"/> Seats		
Additional Equipment: _____ Manufacturer <u>Ford</u> Model <u>Ranger</u> Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input checked="" type="checkbox"/> Hitch: Type _____		
Location of Asset: _____ For more information contact: _____ Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.		







**OFFICE OF THE COUNTY LAW DIRECTOR
ANDERSON COUNTY, TENNESSEE**

101 South Main Street, Suite 310
CLINTON, TENNESSEE 37716

N. JAY YEAGER
Law Director

TELEPHONE: (865) 457-6290
FACSIMILE: (865) 457-3775
Email: jyeager@aclawdirector.com

April 7, 2021

Ms. Katherine Ajmeri
Deputy Purchasing Agent
214 Anderson County Courthouse
100 North Main Street
Clinton, TN 37716

RE: *NewsBank- Library - Clinton*

Dear Katherine:

Pursuant to your request, I have reviewed the agreement between Anderson County and above-referenced vendor for legal form. After review, I am satisfied this document meets or exceeds all requirements under Tennessee law. Therefore, I have approved this agreement as to legal form.

In addition, since this contract extends beyond the current fiscal year, it will require Commission approval.

This approval is to legal form only. I assume, since you submitted this agreement to my office for approval that you have read this agreement, and the terms and conditions set forth are desirable to you and the department involved. I have not been involved in the negotiations of this agreement; however, if you would like additional guidance and advice regarding a specific provision of the agreement, please feel free to contact me. Furthermore, for the purpose of the approval process, it is assumed that this agreement has been properly bid, if required, and budgeted according to state law.

Please call, if you have additional questions or concerns.

With kindest regards,


N. Jay Yeager

Enclosure: 5 pages

Purchase Requisition

Requisition No. 42027

Date Issued 3/17/2021

Date Needed ASAP

Appropriation 115

Object Code 56500-437-2000

Phone

Clinton, TN 37716

69109

Justification/Notes/Contract Information[illegible]

Total	\$	1,300.00
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Revised 5/28/2018



NewsBank License Agreement for Subscription & Perpetual License Sales

1. Parties, Acceptance, Master Terms for all Products

- a. This License Agreement ("Agreement") is between the institution named below, as licensee ("Customer") and NewsBank, inc., a Delaware corporation having its principal place of business at 5801 Pelican Bay Boulevard, Suite 600, Naples, Florida 34108 ("NewsBank"), as licensor. This Agreement shall become effective the earlier of (a) when NewsBank receives a copy of this Agreement signed by Customer, or (b) when Customer accepts delivery of any NewsBank or Readex digital product (the "Effective Date"). For purposes of this Agreement, delivery includes either shipment of physical goods or access by electronic means.
- b. The terms of this Agreement shall apply to all NewsBank and Readex digital products subscribed to by Customer from time to time (the "Product" or "Products"). For each Product subscribed to by Customer, there will be a corresponding NewsBank order confirmation, invoice, quotation, purchase agreement or other similar document (a "Order Form") setting forth certain additional terms specific to that Product (such as identification of Product, price, license type [subscription license or perpetual license], payment terms, whether remote use is authorized, number of concurrent users allowed, number of downloads allowed, subscription period, etc.), but the terms of this Agreement shall continue to apply. In the event of conflict between the terms of any Order Form and the terms of this Agreement, this Agreement shall govern. The terms of any document issued by Customer that add to, subtract from, or otherwise affect any term(s) of this Agreement are rejected, unless expressly agreed to by NewsBank in writing.

2. Products

- a. The Products subject to this Agreement consists of (1) the NewsBank and Readex digital products subscribed to by Customer from time to time including any trial access and (2) software provided by NewsBank to Customer to search for and retrieve data from the database(s). NewsBank may provide the Products via the Internet or remote online access through a proprietary network and/or such other media as may be available and reasonably acceptable to Customer and NewsBank.

3. License

- a. NewsBank grants to Customer and to Customers' Authorized Users (defined below) on the terms set forth in this Agreement and any Order Form(s), a non-exclusive, non-assignable, concurrent-use license to use each Product at the licensed site(s) identified in the Order Form applicable to such Product (the "Licensed Site") solely for non-commercial academic, educational and research purposes. "Authorized User" means only: (a) For public libraries: library staff, individual residents of Customer's reasonably defined geographic area served, and walk-in patrons while they are on-site; (b) For schools and other academic institutions: currently enrolled students, faculty, library staff, and visiting scholars, as well as walk-in patrons while they are on-site; and (c) For other types of organizations: employees and independent contractors, while performing their work for such organization. Customer understands and acknowledges that all use is subject, after reasonable notice, to restrictions and disclaimers that NewsBank or its suppliers publish from time to time.

- b. Customer and Customers' Authorized Users are licensed to use the Products solely for access, search, retrieval, viewing, printing, and downloading for non-commercial academic, educational and research purposes. Printing and downloading are limited to insubstantial portions of the data, for temporary storage. All other use is prohibited. The removal or altering of any copyright or other notices within the Product or using any portion of Product for purposes of manual, automated or other machine-assisted indexing or classification of other publications is prohibited. The transmission of Content, as defined under Section 5a, (including, but not limited to, by way of e-mail, facsimile or other electronic means) is prohibited unless such transmission is between Authorized Users. Except as expressly provided for in this Agreement, Customer and Customers' Authorized Users may not modify, publish, transmit (including, but not limited to, by way of e-mail, facsimile or other electronic means), display, participate in the transfer or sale of, create derivative works based on, or in any other way exploit any of the Content, in whole or in part without the prior written consent of NewsBank and (if applicable) its respective content providers.
- c. Customer will take reasonable steps to ensure that only Customer's Authorized Users use the Products, and that Customer's Authorized Users do so in accordance with this Agreement.
- d. Portions of this Agreement relevant to Authorized Users may appear in the form of "Terms and Conditions of Use" on or in the Products.

4. Express Restrictions

- a. **On-Site Use:** Customer may make each Product available for authorized use at the Licensed Site over a computer network to the number of concurrent users or number of downloads listed in the Order Form for the relevant Product.
- b. **Remote Use:** Customer, if granted a remote-use license, defined in the Order Form for the relevant Product, may make such Products available to Customer's Authorized Users who are not at the Licensed Site; provided that such availability is limited to non-commercial academic, educational and research use by the number of concurrent users or number of downloads set forth in the Order Form(s) for the relevant Product(s), and is further subject to the following conditions:
 - i. Authorized Users must access the Products only through the server or network located at the Licensed Site and Customer's server or network must have adequate security to allow access to the remote access account setup by NewsBank only by Authorized Users.
 - OR**
 - ii. Authorized Users must access the Products only through user authentication programs supplied to Customer by NewsBank.

In no event may Remote Access be used to avoid the need for any school, library, or other potential customer from subscribing to a Product. If NewsBank reasonably determines that Remote Access activities hereunder may be impairing NewsBank's ability to make sales of the Product or other NewsBank products to other customers or other potential customers of NewsBank, NewsBank may require such Remote Access

activity to be modified or terminated, either entirely or with respect to the Customer's Authorized User(s) whose activity is impairing NewsBank's business.

- c. Without limiting any other restriction on use set forth in this Agreement, the following limitations apply to make sure that all use is for non-commercial academic, educational and research purposes and will not impair NewsBank's ability to market/license its products to other customers or other potential customers:
 - i. Any permitted remote access is limited to use by Authorized Users through their personal computers/devices for their own convenience and specifically excludes Authorized Users who access the Products through another school, library, college/university, corporation, business or other potential customer of NewsBank. Customer is specifically prohibited from granting any remote access to any entity including, but not limited to, any school, library, college/university, corporation, business or organization.
 - ii. Customer shall not provide any material from any Product to fulfill an interlibrary loan request from another library or organization.

5. Intellectual Property

- a. Customer acknowledges that the Products consist of materials copyrighted by third parties and containing trademarks owned by third parties, and that NewsBank owns the copyright of the compilations of these materials. The Product contains copyrighted material, trademarks and other proprietary information owned by NewsBank and its content providers, including without limitation, compilations, text, software, photographs, video, graphics, trademarks, service marks, logos, designs, and music and sound (the "Content"), and such Content is protected under U.S. copyright laws, U.S. trademark laws, and other intellectual property laws as well as international copyright and trademark laws and treaties. Customer acknowledges that its use of the Products, including use by Customer's Authorized Users, must not infringe the rights of NewsBank or of any third parties.
- b. Consistent with the fair-use provisions of the Copyright Act of the United States, Customer and Customer's Authorized Users are licensed to reproduce or store only insubstantial portions of the Products, resulting from specific searches for Customer's and/or Authorized Users' own non-commercial academic, educational and research purposes. Customer and Customer's Authorized Users will not store or use, or allow to be stored or used, any portion of the Products in a searchable database without written permission of NewsBank and (if applicable) its respective content providers or data/text mine or permit data/text mining of the Product. Nothing contained herein shall be construed as granting the Customer and its Authorized Users or any third party any interest in or to the Product or Content. All rights in and to the Product and Content are expressly reserved by NewsBank and/or NewsBank's respective content providers.

6. Warranty, Liability, Indemnity

- a. NewsBank and its respective content providers do not warrant that use of the Products will be uninterrupted or error-free.

- b. NewsBank and its content providers do not warrant the accuracy or completeness of the Products, or results obtained by using them. NewsBank disclaims liability for any offensive, defamatory, or infringing materials in the Products.
- c. Customer will take reasonable steps to ensure that Customer's Authorized Users will use the Products according to the terms of this Agreement, and that they will not bypass, or attempt to defeat, NewsBank's or Customer's security measures preventing unauthorized use of the Products.
- d. To the extent allowed by law, the Customer shall indemnify NewsBank against any claims or losses, including reasonable attorneys' fees, arising in whole or in part from any violation by the Customer of subparagraph 6.c.
- e. NEWSBANK AND ITS CONTENT PROVIDERS DISCLAIM ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- f. To the extent allowed by law, neither NewsBank nor its content providers will be liable for consequential or punitive damages, even if notified of their possibility.

7. Term, Termination and Perpetual License (As Applicable)

- a. This Agreement will be in effect as of the Effective Date and continue to be in effect for each Product trial and/or subscription period mutually agreed to by the parties for that Product unless earlier terminated for cause. NewsBank may terminate this Agreement for an uncured breach on thirty (30) days' notice. Sections 5a and 8 shall survive termination.
- b. Perpetual License: If Customer pays a one-time fee for a perpetual license defined in the Order Form for the relevant Product, except for termination for cause, NewsBank grants to Customer a nonexclusive, royalty-free, perpetual license to the Product, provided that the parties shall have agreed on fees for such use pursuant to a Order Form and such fees have been paid. Such use shall be in accordance with the provisions of this Agreement. In connection with a perpetual license, the Customer shall have the following archival copy options provided Customer has not breached the terms of this Agreement:
 - i. If for any reason, NewsBank or any successor to NewsBank ceases to provide permanent online access to the Product, NewsBank or such successor to NewsBank shall provide Customer or its NewsBank-approved designee, at Customer's cost, with an archival copy of the Product data (images & ASCII database) as of the date of discontinuance of online service, in a mutually agreeable electronic format (Customer to provide its own search engine), use of which shall be subject to this Agreement. Customer may not sell or otherwise transfer ownership of any physical media in which any Product may be delivered.
 - ii. NewsBank will allow the Customer to purchase a magnetic tape load (or other mutually agreed on technology) of the Product data (images & ASCII database) provided under this Agreement at anytime during the subscription period or within 60 days of cancellation or non-renewal, but not upon termination for breach, which the Customer can either archive or load onto a local server to be accessed by the Customer's own search and retrieval software. Customer and

Customer's Authorized Users may use the archive as provided for in this Agreement. In no event shall Customer (1) make the archival copy available to any third party, or (2) data/text mine or permit data/text mining of the Product without prior written approval from NewsBank.

8. Disputes

- a. This document, including any Order Form(s), is the entire Agreement between the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. With the exception of changes made to the Order Form(s), this Agreement may be modified only in writing, signed by both parties. A party's failure to exercise a right under this Agreement will not waive its other rights. Any provision found to be unenforceable will be construed for maximum effect, and will not impair the other provisions. Each third party content provider of Content has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.
- b. Disputes will be subject to Georgia law (without giving effect to its choice-of-law provisions). The parties mutually agree that all disputes between them will be decided exclusively in the state and/or federal courts of Atlanta, Georgia. Customer commits to personal jurisdiction in Atlanta, Georgia and will accept service of process of any complaint by certified United States postal mail or its domestic or foreign equivalent.

NewsBank Customer	NewsBank, inc.
Institution: _____	
Authorized by:	Authorized by:
Name: _____	NewsBank Employee: _____
Title: _____	Employee Title: _____
Signature: _____	Employee Signature: _____
Date: _____	Date: _____

Lic062315SDS

APPROVED AS TO LEGAL FORM


N. Jay Yeager
Anderson County Law Director

Anderson County Board of Commissioners
Purchasing Committee Meeting Minutes
April 12, 2021
4:30 p.m.

Members Present: Tim Isbel (Committee Chair), Steve Mead, Phil Yager, Catherine Denenberg and Denver Waddell. Meeting was held virtually and in room 312 of the Courthouse.

A. Contracts Approved by Law Director

1. **Clinch Valley Trail Alliance, Board of Education, Contract #21-0105** – Ten years and 3 months lease of the Life Development Center for \$1 per year.

Commissioner Yager made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Mead seconded the motion. Motion passed unanimously by roll call vote.

B. Contracts Pending Law Director Approval

The Deputy Purchasing Agent informed the Committee that the Law Director has approved items 1, 2 and 4 since the creation of the agenda.

Commissioner Mead made a motion to approve item #3 and to forward to County Commission with a recommendation for approval contingent upon Law Director approval. Commissioner Yager seconded the motion. Motion passed unanimously by roll call vote.

Commissioner Yager made a motion to approve items 1, 2 and 4 as a group and to forward to County Commission with a recommendation for approval. Commissioner Mead seconded the motion. Motion passed unanimously by roll call vote.

1. **RTech, Board of Education, Contract #21-0106** – Thirty-six month contract to provide service to elevator call buttons. This contract upgrades the call buttons to a cellular connection. Cost is \$279.93 per month, a savings of about \$125 per month.
2. **RingCentral, Family Justice Center, Contract #21-0107** – Twelve-month contract for communications services at \$164.95 per month.
3. **EmpowerDB, Family Justice Center, Contract #21-0108** – Data Management Software agreement with a start-up cost of \$4240.
4. **Aaron Bell, EMS, Contract #21-0109** – Contract to provide Roane State Community College tuition in the amount of \$3,200 to EMS Employee. Employee agrees to continue

employment with the EMS for one year after course completion along with other contingencies

C. Other Business

1. Request to Surplus the following on govdeals:

DESCRIPTION	DEPARTMENT	Condition	Starting Bid
Mosler Vault Door	Mayor	Working	\$1750
1989 Ford Ranger	Board of Education (Clinton High School)	Not working	\$100

Commissioner Yager made a motion to approve as a group and to forward to County Commission with a recommendation for approval. Commissioner Waddell seconded the motion. Motion passed unanimously by roll call vote.

Commissioner Yager requested the winning bid amount from the previous month's capital asset surplus sales. That information is below. Going forward the agendas will include this information.

DESCRIPTION	DEPARTMENT	Condition	Starting Bid	Winning Bid
2011 Ford Crown Victoria	Sheriff	Inoperable, selling for parts only	\$200	\$737
2011 Ford Crown Victoria (K9 Unit)	Sheriff	Inoperable, selling for parts only	\$200	\$1000
2001 Ford E350 Ambulance	Sheriff	Running condition	\$400	\$6305.00

D. New Business

1. **Newsbank, Clinton Library, Contract #21-0110** – One-year periodical subscription. Cost is a one-time payment of \$1300. Approved by the Law Director.

Commissioner Yager made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Waddell seconded the motion. Motion passed unanimously by roll call vote.

E. Old Business