

**Anderson County Board of Commissioners**  
**Purchasing Committee Meeting Minutes**  
**June 13, 2022**  
**4:30 p.m.**  
**Room 312 of the Courthouse**

**Members Present:** Tim Isbel (Committee Chair), Steve Mead and Phil Yager.

**Members Absent:** Catherine Denenberg and Denver Waddell.

**A. Contracts Approved by Law Director**

1. **Heartland Payment Solutions, School Nutrition, Contract #22-0084** – Five-year contract for meal planning, ordering and inventory software. Implementation cost is \$5495. Annual fee is \$6375. Three quotes on file.
2. **AT&T, Sheriff, Contract #22-0085** – Two-year contract to add redundancy to 911 phone system in case of an outage. Cost is \$515 per month but agreement also provides more long-distance minutes so savings may occur.

Commissioner Mead made a motion to approve as a group and forward to County Commission with a recommendation for approval. Commissioner Yager seconded the motion. Motion passed unanimously.

**B. Contracts Pending Law Director Approval**

**C. Other Business**

1. **Request to Surplus the following on govdeals:**

DESCRIPTION	DEPARTMENT	Condition	Starting Bid
2002 E-150 Passenger Van	BOE	Drivable but in need of major repairs/rebuild	\$500

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

2. **Request to Surplus the Anderson County Welcome Center via auction by Professional Auctioneer with a minimum acceptable price of \$600,000.**

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

**D. New Business**

1. **State of Tennessee, Department of Mental Health and Substance Abuse Services, Juvenile Court, Contract #22-0091** - Thirty month Safe Baby Courts grant.

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

2. **Austin Eldridge, Law Director, Contract #22-0092** – Four-year agreement to provide security services as required by TDEC in exchange for housing and utilities.

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

**E. Old Business**

# Heartland

Heartland School Solutions  
 8320 S Hardy Drive  
 Tempe, AZ 85284  
 Phone: (800) 724-9853 x83489  
 Fax: 585-785-2323  
 Email: michael.walkerjr@e-hps.com

Account: Anderson County BOE  
 HSS ID: 2633776-114746  
 Date: 5/9/2022  
 Contact: Margaret Burrell  
 Sales Rep: Mike Walker

This Proposal must be signed within 30 days from the above date in order to guarantee pricing and discounts.

Product Code	SAAS Products	Quantity	Price	Total
HSS1017	SAAS: Mosaic Cloud Back of the House Multi-Site	15	\$ 425.00	\$ 6,375.00
SAAS Total				\$6,375.00

Product Code	Professional Services	Quantity	Price	Total
HSS1360	PSV: Mosaic Menu Planning - Program Introduction and Setup Online	1	\$ 125.00	\$ 125.00
HSS1361	PSV: Mosaic Menu Planning - Ingredients and Recipes Training Online	1	\$ 125.00	\$ 125.00
HSS1362	PSV: Mosaic Menu Planning - Menu Planning Training Online	1	\$ 125.00	\$ 125.00
HSS1363	PSV: Mosaic Menu Planning - Production Training Online	1	\$ 125.00	\$ 125.00
HSS1331	PSV: Mosaic O&I Getting Started Training Online	1	\$ 250.00	\$ 250.00
HSS1333	PSV: Mosaic O&I Ordering and Transactions Training Online	1	\$ 250.00	\$ 250.00
HSS0970E	PSV: Mosaic FOH District Remote Implementation Daily	5	\$ 899.00	\$ 4,495.00
Professional Services Total				\$5,495.00

**Total:** \$11,870.00  
**Grand Total:** \$11,870.00

## Annual Subscription

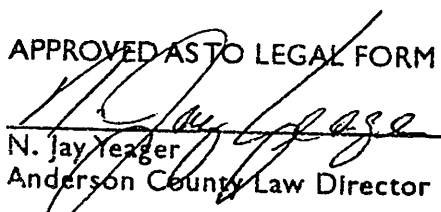
The effective start date of your Subscription begins on the first day of delivery of service which will be considered the anniversary date for the subsequent year. Annual Subscription includes all subscription enhancements and technical phone support to customers who are in good financial standing with Heartland School Solutions. Your signature on this proposal confirms that you understand this agreement.

Product Code	Subscription Products	Quantity	Price	Total
HSS1082	SUB: Mosaic Cloud Back of the House Multi-Site	15	\$ 425.00	\$ 6,375.00
Subscription Total				\$6,375.00

APPROVED AS TO LEGAL FORM

Support, Subscription, Warranty Total:

\$6,375.00

  
 N. Jay Yeager  
 Anderson County Law Director

**Heartland School Solutions  
Master Software Services Agreement**

This Master Software Services Agreement (the “Agreement”), together with all software-specific attachments, is made and entered into this day \_\_\_\_\_ of \_\_\_\_\_ (“Effective Date”), by and between by and between Heartland Payment Systems, LLC (d/b/a Heartland School Solutions) a Delaware limited liability company, with an office at 765 Jefferson Rd #400, Rochester, NY 14623 (“Heartland”), and \_\_\_\_\_, having its principal place of business located at \_\_\_\_\_ (“Customer”). Heartland and Customer may individually be referred to herein as “Party” or collectively as “Parties”.

**1. Definitions**

- 1.1 Affiliate** means a business entity that controls or is controlled by another business entity or is associated with other business entities under common ownership or control of a business entity, such as a subsidiary or parent company.
- 1.2 Error** means a reproducible failure of the Software to perform in substantial conformity with the Documentation. An Error does not include a nonconformity resulting from customer’s improper use, alteration of or damage to the Software, or Customer’s combining or merging the Software with any Equipment or Software not approved by Heartland.
- 1.3 Customer Data** means all information, files, content, figures, images, text, files or other data, including data concerning school lunch purchases, as well as student Personal Identifiable Information, provided by the Customer to Heartland in connection with the Services.
- 1.4 Documentation** means all manuals, instructions, writings electronic or other media provided by Heartland relating to the Software.
- 1.5 End User(s)** means the Customer’s employees and agents using the Software on Customer’s behalf.
- 1.6 Feedback** means suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or End Users relating to Heartland’s products or services.
- 1.7 FERPA** means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations at 34 CFR Part 99.
- 1.8 Heartland Data** means all Heartland-created information, files, content, figures, images, text, files or other data provided by Heartland to Customer in connection with Customer’s or its End Users’ use of the Services.
- 1.9 Major Enhancement** means any major functional revision to the Subscription released by Heartland during the Term.
- 1.10 Minor Enhancement** means any minor release, update, modification or “bug fix” that does not necessarily provide materially new functionality, as determined by Heartland in its reasonable discretion, and made generally available to Customer.
- 1.11 Personally Identifiable Information or PII** means information provided to Heartland by Customer that consists of (a) student names; (b) students’ parent and family members’ names; (c) students and students’ families’ address; (d) personal identifiers, such as social security numbers, student number, or biometric record; (e) indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; or (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty, as defined by the regulations governing FERPA, 34 CFR § 99.3.
- 1.12 Proposal** means the Heartland proposal identifying the Software and Subscriptions that Customer is purchasing.



- 1.13 **Services** mean the Software, Support Services, websites, mobile applications, or online services owned or operated by Heartland and its Affiliates, and provided to Customer.
- 1.14 **Software** means the specific Heartland software program(s) that Customer is using as shown on the Proposal.
- 1.15 **Subscription** means the continued provision of Software after the Initial Term.
- 1.16 **Support Services** means the services that Heartland provides Customer in connection with the Software.
- 1.17 **Support Incident** is defined as one specific Error or other technical issue that begins when Customer calls Heartland Technical Support and ends when either the single specific Error or other technical issue is resolved or deemed non-resolvable. Each Support Incident generates a "ticket", which will be opened, tracked and closed separately.
- 1.18 **Support Times** means Monday through Friday, 7:00 a.m. through 7:00 p.m. EST, excluding the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. Hours may be limited on other bank holidays.
- 1.19 **Updates** means modifications, enhancements, changes and alterations to the Software provided by Heartland during the Subscription, including all Major Enhancements and Minor Enhancements.

## 2. Grant of License

- 2.1 **Limited License.** Subject to the terms and conditions in this Agreement, and any applicable software-specific attachments, Heartland grants Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use the Services on a remote-access, subscription basis via the Internet solely in support of Customer's operations. This limited license includes standard maintenance, hosting and Support Services, patches, version releases, and upgrades that Heartland may provide or make available after initial implementation, together with any applicable additional or different terms..
- 2.2 **Prohibited Uses.** Customer will not, and will not permit any third party to, (a) download, copy, sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available any Service to a third party except as may be expressly set forth in this MSA and its attachments; (b) intentionally access or use any portion of the Software delivered by Heartland but not expressly licensed and paid for by Customer (c) use any Service to provide, or incorporate any Service into, any general purpose data warehousing service for the benefit of a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or Heartland APIs to any Service, (d) disclose or publish performance benchmark results for the Software (as delivered or subsequently modified) without Heartland's prior written consent; (e) transfer the Software to a different database platform or operating system, except as may be specifically allowed by Heartland in writing; (f) export or use the Software or Documentation in violation of United States, Canadian, or other applicable laws or regulations; (g) remove or obscure any proprietary or other notices contained in any Service; or (h) use any Service in violation of the terms and conditions of this Agreement or applicable law.
- 2.3 **Heartland Technology.** Customer agrees that Heartland retains all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Service, all Documentation and Software, and any and all related and underlying technology; and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated (collectively, "**Heartland Technology**"). Except for the express limited rights set forth in this Agreement, no right, title or interest in any Heartland Technology is granted to Customer. Further, Customer acknowledges that the Service is offered as an online, hosted solution, and that Customer has no right to obtain a copy of the underlying computer code for any Service.
- 2.4 **Delivery.** Delivery shall be deemed complete when Heartland provides notification to Customer that Customer has the ability to access the Software.
- 2.5 **Commercial Computer Software.** The Software was developed at private expense, is commercial, and is published and copyrighted. The Software may be transferred to the U.S. government only with

the prior written consent of Heartland and solely with “Restricted Rights” as that term is defined in 48 CFR § 52.227-19. In no event will the Software be licensed to Customer with rights greater than those set forth in 48 CFR § 52.227-19.

### 3. Privacy and Data Security

- 3.1 Data Security.** Heartland maintains compliance with industry standard information security and privacy standards, and complies with all applicable data privacy laws, including FERPA, the Children’s Online Privacy Protection Rule (“COPPA”), the California Consumer Privacy Act (“CCPA”), the California Privacy Rights Act (“CPRA”), the Payment Card Industry Data Security Standards (“PCI DSS”), and the National Automated Clearing House Association Standards (“Nacha”), as amended, together with regulations promulgated thereunder. Heartland’s security controls substantially comply with the NIST Cybersecurity Framework, and are reviewed by independent third parties for compliance with SSAE standards. Heartland has also implemented security controls, including using firewall technology, encrypting data, regularly updating antivirus software, restricting access to data based on business need, identifying and authenticating access to system components, restricting physical access to data, testing security systems and processes, and maintaining internal policies that address information security.
- 3.2 School Official.** Heartland complies with all FERPA requirements and uses PII only to provide the Services. If Customer’s Confidential Information is subject to FERPA, Customer, pursuant to 34 C.F.R. § 99.31(a)(1), hereby designates Heartland as an “official” with a legitimate educational interest in the Confidential Information. Heartland’s designation as an “official” of Customer is solely for the purposes of FERPA compliance and for no other purpose whatsoever, and to the extent Customer has policies, rules, and procedures binding on Customer “officials” generally, such policies, rules, and procedures will apply to Heartland only insofar as such compliance is directly relevant to compliance by Heartland and Customer with FERPA. Heartland agrees to: (i) abide by FERPA’s limitations on re-disclosure of Personally Identifying Information in education records; (ii) not use or disclose education records created or received from, by, or on behalf of Customer or its students for any purpose other than the purpose for which such disclosure is made; and, (iii) not use or disclose education records except as permitted by this Agreement, as required by law, or as authorized by Customer in writing.
- 3.3 Heartland’s Use of PII.** To the extent necessary to provide the Heartland Services, Customer authorizes Heartland to collect, access, use, transmit and/or otherwise process PII. Customer remains at all times in control of and the owner of PII that Heartland processes. By submitting or providing Heartland access to PII, Customer agrees that Heartland and its affiliates may process the PII for the sole purposes of (i) providing Heartland Services, (ii) maintaining, supporting, evaluating, improving and/or developing Heartland Services and developing new products or services, (iii) enforcing Heartland’s rights under this Agreement, (iv) as permitted by applicable law, and (v) as permitted with the End User’s consent, as communicated by Customer or End User to Heartland, solely with respect to their own PII. Heartland does not and will not use PII for targeted advertising.
- 3.4 Data Breach.** Heartland agrees to comply with the requirements of all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of Heartland’s security obligations or other event requiring notification under applicable law, Heartland will notify Customer as expediently as possible and without unreasonable delay, if legally permitted to do so, and assume responsibility for informing all such individuals in accordance with applicable law.

### 4. Software Support

- 4.1 Software Support Services.** During the Initial Support Term and any Renewal Support Term, Heartland shall provide Support Services to Customer subject to: Customer’s payment of the Support Fees set forth in Exhibit A, attached hereto, and (ii) Customer’s compliance with its obligations set forth in this Agreement.
- 4.1.1. Help Desk.** Heartland will provide Customer with reasonable Help Desk assistance during the Support Times regarding the installation and implementation of the Subscription, and the identification, diagnosis and correction of Errors. Heartland will attempt to resolve any support

questions posed by Customer. If Heartland reasonably determines that it would be appropriate to do so, Heartland may defer resolution of a support question until a later time. At its discretion, Heartland may provide Customer with Help Desk support during times other than the Support Time and/or beyond the maximum number of monthly and/or annual Support Incident limits (if applicable) at Heartland's then standard rates. Customer shall be responsible for paying charges for such additional Help Desk support.

- 4.1.2. **Web Site.** Heartland will provide Customer with access to technical information via its web site(s) on the internet.
- 4.1.3. **Enhancements.** Heartland will provide Customer with copies of all Minor Enhancements at no additional cost. Major Enhancements are not included unless specifically agreed herein. Heartland may, but is not obligated to, offer Major Enhancements to Customer at a reduced fee.
- 4.1.4. **Excluded Services.** Support Services do not include training, installation, consultant services, or on-site support. However, these services are available at an additional charge to the customer.

#### 4.2 Procedures for Submitting Support Incidents or Subscription Enhancements.

- 4.2.1. **Notification.** Customer must notify Heartland immediately of any suspected Error, and must provide reasonable detail of the nature of and circumstances surrounding the Error. "Reasonable detail" includes complete Subscription, hardware and network configuration information as requested by Heartland. **Notification means (listed in order of preference and efficiency):**
  - a) Logging a case directly into customer portal website;
  - b) Sending a detailed email to the support center; or
  - c) Calling into Heartland's technical Help Desk via Heartland's toll-free number.
- 4.2.2. **Remote Diagnostics.** Heartland may perform any Error diagnostic or correction work via remote communication. If such remote support is unable to resolve the Error, Heartland may require Customer to provide data files on removable media via overnight courier (or other shipping method that provides end-to-end tracking) or other mutually agreed upon electronic medium at Customer's expense.
- 4.2.3. **Error Correction.** Heartland will make reasonable efforts to resolve reported, reproducible Errors. Customer will promptly provide Heartland with all information requested by Heartland to reproduce and resolve Errors. For each Error, Heartland will use reasonable efforts to provide Customer with (a) a work-around, (b) a Software patch or, (c) if Heartland cannot provide Customer with either (a) or (b), a specific action plan, including a good faith timing estimate, for resolving the Error.

#### 4.3 Error Priorities and Response Times. Heartland will use reasonable efforts to communicate with Customer, by telephone, e-mail, or Heartland's website as described below, regarding Errors that are reported during the Support Times. For purposes of this Agreement, a "response" means Heartland's acknowledgment of an Error, and does not indicate that a resolution will be reached.

- 4.3.1. **Level One Response:** Where a major fault occurs such that a business critical function is not operational, and major user inconvenience is being caused then, during Support Times, Heartland shall endeavor to respond within two hours.
- 4.3.2. **Level Two Response:** Where a fault occurs such that a function is not operational, and while a workaround is available, the fault is causing significant user inconvenience then, during Support Times, Heartland shall respond within four hours.
- 4.3.3. **Level Three Response:** Where a fault occurs such that a non-critical function is not operational, which is causing an inconvenient problem but is not causing significant user inconvenience then, during Support Times, Heartland shall respond within one business day; or

4.3.4. **Level Four Response:** Where a fault occurs such that a cosmetic, non-urgent problem is being caused, e.g. a field is in the wrong position, then, during Support Times, Heartland shall respond within three business days.

4.4 **Limitations on Support Services.** Notwithstanding anything to the contrary elsewhere in this Agreement, Heartland will have no obligation to provide any support services to Customer if:

- 4.4.1. Such support relates to or involves any products, data, features, devices or equipment not provided or specified as compatible by Heartland;
- 4.4.2. Customer or a third party has altered or modified any portion of the Software in any manner without the prior written consent of Heartland;
- 4.4.3. Customer has not installed or used the Software in accordance with instructions provided by Heartland, including failure to follow implementation procedures;
- 4.4.4. Customer has failed to replace or update previous versions of the Software with Enhancements Heartland made available;
- 4.4.5. A party other than Heartland has serviced the Software and the Software no longer conforms to its specifications; or
- 4.4.6. Customer is not in full compliance with the other terms of this Agreement, or any other agreement between Heartland and Customer.

4.5 **Hardware.** Support Services do not include computer hardware, computer network, electrical, telephone, interconnection, or the installation or repair of accessories, alterations, parts or devices not provided by Heartland.

4.6 **Additional Services.** At Customer's request, Heartland may provide resources to perform additional services such as software development and testing for customization, modifications, additional training, custom reports and other custom developed services related to the Software (collectively "Professional Services"). Before providing Professional Services, the parties will mutually agree in writing on the scope and cost for Professional Services.

## 5. Customer Obligations

5.1 **Customer Responsibility.** Customer accepts sole responsibility for (i) Customer's system configuration, design and requirements, (ii) the selection of the Software to achieve Customer's intended results, and (iii) modifications, changes or alterations to the Software by anyone other than Heartland or its agents that is not an Update. Customer acknowledges that it has had an opportunity to review the Documentation, it understands the functionality of the Software and its ability to work with Customer's systems and to support Customer's operations, and that it has made its own evaluation in deciding to license the Software. Customer shall follow Heartland's procedures and recommendations in resolving Errors or submitting Support Incidents.

5.2 **Self Help.** Before contacting Heartland for Support Services, Customer should review the following (i) Heartland's FAQ's, which provide answers to many commonly asked questions, and are continually updated, (ii) Online Video Tutorials, (iii) the help documentation related to each Software module.

5.3 **Access.** During the Initial Support Term or any Renewal Support Term, Customer will provide Heartland with reasonable access (via remote or on-site access) to Customer's copies of the Software to the extent necessary, in Heartland's discretion, to enable Heartland to provide the Support Services.

5.4 **Communications Link.** During the Term, Customer will, at its sole expense, provide internet access to Heartland, which Heartland may use to provide Support Services. Heartland will have no liability to Customer if Heartland's ability to provide Support Services is impaired by Customer's inability to provide the functionality required for remote support.

5.5 **Support Contact.** Customer shall designate one employee and one alternate as its Support Contacts to be generally available during the Support Times to confer with Heartland regarding Errors, Enhancements,

and other support-related issues. Customer is responsible for ensuring that the above Support Contacts have sufficient training to attain and maintain competence in using the Software. Customer shall notify Heartland promptly of any changes in the Support Contacts. Heartland will provide technical support only to Customer's Support Contacts. Upon Customer request, Heartland may provide additional Support Services to any of Customer's employees, representatives, or consultants, which will be treated as Professional Services and subject to a written mutual agreement.

- 5.6 Verification and Audit.** Within thirty (30) days after a written request by Heartland, submitted no more than once annually, Customer shall furnish to Heartland a certification signed by an appropriate officer of Customer certifying that Customer is using the Software in accordance with the terms of this Agreement. No more often than once annually, Heartland may conduct an audit of Customer's use of the Software to ensure compliance with this Agreement.

## 6. Term and Termination

*NO Auto Renewal. MGS*

- 6.1 Term.** This Agreement will commence on the Effective Date and will continue for a term of five (5) years. Thereafter, ~~the Agreement will automatically renew~~ for additional one (1) year periods unless either Party terminates the Agreement by giving ninety (90) days written notice prior to the end of any term. The terms and conditions in this Agreement will remain in effect for as long as Heartland provides Services to Customer.

- 6.2 Software Subscription Terms.** Unless otherwise agreed, Heartland will provide and bill for Services on an August 1 through July 31 basis. Customer's Initial Term is from the Effective Date through July 31st of the following calendar year. Customer's Renewal Term is the successive one (1) year periods from August 1 through July 31.

- 6.3 Termination for Cause.** Either Party may terminate this Agreement if the other Party commits a material breach of the terms of this Agreement, and such noncompliance remains uncured for more than thirty (30) days after written notice thereof.

- 6.4 Effect of Termination.** Upon termination, to the extent Customer has no legal or regulatory requirement to retain it, Customer shall immediately cease using and destroy or return to Heartland all copies of Heartland's Confidential Information, including, without limitation, all Software and Documentation in any form, including partial copies and modified versions, and shall certify in writing to Heartland that all such copies have been destroyed or returned.

- 6.5 Remedies.** Except as expressly provided otherwise in this Agreement, (i) all remedies available to either party are cumulative and not exclusive; and (ii) termination of this Agreement or any license shall not limit either party from pursuing other remedies available to it, including injunctive relief. Upon termination, all amounts owed under this Agreement and all Attachments shall immediately become due and payable.

## 7. Fees and Payment Terms

- 7.1 License Fees.** The applicable software fees, including for the initial Software license, Subscription, and Support ("Software Fee") are set forth in the Proposal. Heartland reserves the right to increase the annual Subscription fees by not more than ten percent (10%) per year over the applicable amount for the immediately preceding year.
- 7.2 Payment Procedures.** On or before the Effective Date, and on an annual basis 60 days prior to any Renewal Term, Heartland will invoice Customer for all Subscription Fees incurred by Customer pursuant to this Agreement. Customer shall pay all invoiced amounts in U.S. dollars within thirty (30) days of the date of invoice. All Software fees are non-refundable and non-cancelable.
- 7.3 Late Fees.** Late payments of fees are subject to a late charge equal to the lesser of eighteen percent (18%) per year or the highest rate permitted by applicable law.
- 7.4 Taxes.** Customer is solely and exclusively responsible for the payment of any required federal, state and local taxes arising from or relating to the Services, except for taxes related to the net income of Heartland and any taxes or obligations imposed upon Heartland under federal, state and local wage laws. Customer shall fully reimburse and indemnify Heartland for any amounts actually paid by Heartland or withheld by

Customer for any such taxes or levies within thirty (30) calendar days after the date on which Heartland gives notice thereof to Customer.

- 7.5 **Nonpayment.** In addition to all rights exercisable by Heartland, if Customer fails to pay for more than 60 days, Heartland reserves the right to suspend Services under this Agreement, and take any other action to which it is entitled under law.
- 7.6 **Purchase Orders.** If Customer requires a purchase order, Customer will inform Heartland of the purchase order number and dollar amount. Customer agrees that the absence of a purchase order, or other document may not be raised as a defense to avoid Customer's payment obligations hereunder. Terms and conditions contained in a Customer purchase order will not be binding on Heartland, and will have no effect on Heartland's provision of Services under this Agreement.
- 7.7 **Title.** Title to any tangible objects, including Hardware vests in Customer upon Heartland's shipment to Customer.

## 8. Indemnification

- 8.1 **Intellectual Property Indemnification.** Subject to Section 8.4 below, Heartland will indemnify, defend and hold Customer harmless from and against all claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, brought against the indemnified party by a third party (collectively, "Losses"), incurred arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer alleging that the use of the Services as permitted hereunder infringes any United States copyright or trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (i) use of the Services in violation of this Agreement or applicable law, (ii) use of the Services after Heartland notifies Customer to discontinue use because of an infringement claim, (iii) any claim relating to any third party content or Customer Data or (iv) modifications to the Services made other than by Heartland. If the Services are held to infringe, Heartland will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a license that will protect Customer against such claim without cost to Customer; (b) to replace the Services with non-infringing Services; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement or the applicable Service Order Form and refund any prepaid unused fees Customer paid Heartland for the infringing Services. The rights and remedies granted Customer under this Section 5.1 state Heartland's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise.
- 8.2 **Data Breach Indemnification.** Heartland agrees to comply with the requirements of all applicable laws that require the notification of individuals in the event of unauthorized release of PII, or other security event requiring notification, to the extent such laws expressly apply to Heartland. In the event of a breach of any of Heartland's security obligations or other event requiring notification under applicable law, Heartland agrees to notify Customer promptly and in accordance with applicable law, if legally permitted to do so, and assume responsibility for informing all such individuals in accordance with applicable law, and to indemnify, hold harmless and defend Customer and its employees from and against any and all claims, damages, or causes of action directly related to the unauthorized release.
- 8.3 **Customer Indemnification.** To the extent permitted by applicable law, and subject to Section 8.4 below, Customer shall indemnify, defend, and hold Heartland harmless from and against any and all Losses relating to Customer's production or distribution of any materials resulting from use of the Services: (i) are factually inaccurate, misleading or deceptive; (ii) infringe or misappropriate any intellectual property rights any third party; (iii) are libelous, defamatory, obscene or pornographic, (iv) comprise unsolicited commercial e-mail or spam, or (v) violate civil or criminal laws or regulations, including those regulating the use and distribution of content on the internet and protection of personal privacy, provided that such Losses are not solely attributable to (y) a nonconformity of the Software to perform substantially in accordance with the Documentation or (z) the Services violating any applicable civil or criminal laws or regulations.

**8.4 Indemnification Procedure.** The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. The indemnified party shall also provide the indemnifying party with reasonable cooperation and assistance in defending such claim (at the indemnifying party's cost).

## **9. Warranty/Limitation of Liability**

**9.1 Heartland's Limited Warranty.** Heartland warrants that the Services will be performed by in a timely and professional manner. Heartland further warrants that the Services will be performed in all material respects in compliance with the functions described in the Documentation. If Customer notifies Heartland within fifteen (15) days of Customer's discovery the performance of the Services that the Services are not functioning as intended, Heartland will use good faith efforts to make the Services function as intended at no additional cost to Customer. Heartland does not warrant that it will be able to correct all defects in the Services reported by Customer. Heartland makes no warranty regarding features or services provided by third parties. The remedies set out in this subsection shall only apply if the applicable Services have been utilized by Customer in accordance with the terms of this Agreement and applicable law.

**9.2 NO OTHER WARRANTY.** HEARTLAND DOES NOT REPRESENT THAT THE SERVICES OR THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR WILL MEET CUSTOMER'S OR ANY USER'S REQUIREMENTS. HEARTLAND DOES NOT REPRESENT THAT THE OVERALL SYSTEM THAT MAKES THE SERVICES AVAILABLE (INCLUDING, BUT NOT LIMITED TO, THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 6.1 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES OFFERED BY HEARTLAND. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES AND SOFTWARE ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

**9.3 Consequential Damage Waiver.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR LOSS OF PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS AND COSTS, IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, OR THE PERFORMANCE OF ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF IT IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

**9.4 Limitation of Liability.** THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ("LOSS") ARISING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO HEARTLAND FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE LOSS. THE PROVISIONS OF THIS SECTION ALLOCATE RISKS BETWEEN THE PARTIES AND THE PRICING OFFERED TO CUSTOMER FOR THE SERVICES REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

## **10. Confidentiality.**

**10.1 Confidential Information.** "Confidential Information" means all information provided to a Party (the "Receiving Party") by the other Party (the "Disclosing Party") that is designated in writing as proprietary or confidential or which a reasonable person familiar with the Disclosing Party's business and the industry in which it operates ought to know is of a confidential or proprietary nature. Confidential Information includes, but is not limited to, the terms and pricing of this Agreement, any internal processes, and all personal

information of any Users, including, but not limited to, names, addresses, telephone numbers, email addresses, account numbers, personal data, and demographic, financial, and transaction information.

**10.2 Non-Disclosure of Confidential Information.** During the term of this Agreement and following termination or expiration of this Agreement, and except as otherwise set forth in Sections 10.3 and 10.4, the Receiving Party shall only use the Disclosing Party's Confidential Information for the purpose for which it was disclosed and shall not disclose such Confidential Information to any third party, except as required to perform under this Agreement or Service Order Form. The Receiving Party shall protect the Disclosing Party's Confidential Information in the same manner it protects its own confidential information, but in no event shall it protect the Disclosing Party's Confidential Information with less than commercially reasonable care. The Receiving Party shall only provide Confidential Information of the Disclosing Party to those of the Disclosing Party's employees, agents or business partners who have a need to know such Confidential Information in the course of the performance of their job duties and who are bound by a contractual duty of confidentiality no less protective than the Receiving Party's duties of confidentiality hereunder.

**10.3 Exclusions.** Notwithstanding the foregoing, Confidential Information will not include information that (i) was previously known free of any obligation to keep it confidential as evidenced by competent proof thereof; (ii) is or becomes publicly available, by other than unauthorized disclosure; (iii) is rightfully received by the Receiving Party from a third party without restriction and without breach of this Agreement; (iv) is approved for release by prior written approval of the Disclosing Party; or (v) is otherwise required by law, legal process or government regulation, provided that it gives the Disclosing Party reasonable prior written notice to permit the Disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

**10.4 Return and Retention of Confidential Information.** Upon termination of this Agreement, Customer shall promptly return or destroy all Confidential Information of Heartland in its possession. Upon termination of this Agreement, Heartland shall retain all Customer Data and other documents relative to this Agreement subject to the protections herein for as long as legally required to meet its legal, regulatory, and PCI compliance obligations.

**10.5 No Adequate Remedy at Law.** The Parties acknowledge and agree that due to the unique nature of the Confidential Information, there may be no adequate remedy at law for any breach of the obligations of confidentiality in this Section 10. The Parties further acknowledge that any such breach may result in irreparable harm, and therefore, that upon any such breach or any threat thereof, a Party shall be entitled to seek appropriate equitable relief, including but not limited to injunction, in addition to whatever remedies it may have at law. In the event a Party should seek an injunction or other equitable relief, the other Party hereby waives any requirement for the submission of proof of the economic value of any Confidential Information or the posting of a bond or any other security.

## 11. Miscellaneous

**11.1 Entire Agreement.** This Agreement, together with any exhibits, constitutes the entire agreement between Customer and Heartland and supersedes any other prior agreements or understandings, whether oral or written, regarding the Services to be provided by Heartland. If a provision of this agreement is deemed null and void, invalid or without effect, the remainder of this agreement shall remain in effect. No amendment to or modification of this Agreement will be binding unless in writing and signed by both parties.

**11.2 Force Majeure.** With the exception of Customer's obligations to pay Heartland monies due under this Agreement, neither party shall be liable to the other for delay or failure to perform any obligation hereunder resulting from an event of force majeure, including (without limitation) acts of God or of the public enemy, fire, storm, flood, explosion, earthquake, hurricane, riots, wars, hostilities, civil commotion, strikes or labor disputes, interruption of supply, law or regulation, governmental action, or any other cause beyond the control of that party.



**11.3 Governing Law, Venue and Jurisdiction.** This Agreement shall be construed and governed by the laws of the state in which the public entity is resident without regard to legal principles related to conflict of laws. Any action arising out of or relating to this Agreement shall be brought only in the courts of the state in which the public entity is resident or in the applicable United States District Court. The parties hereto agree and consent to the personal and exclusive jurisdiction of said courts over them as to all actions, and further waive any claim that such Action is brought in an improper or inconvenient forum. In any action, the parties waive trial by jury.

**11.4 Notices.** Unless otherwise specified in this Agreement, all notices shall be in writing and shall be mailed (via registered or certified mail, return receipt requested), telecopied, telegraphed, delivered by a nationally recognized express courier service, or personally delivered to the other party at the address set forth below (or at such other address as either party may designate in writing to the other party). All notices will be effective upon receipt.

For Heartland: President, Heartland School Solutions  
765 Jefferson Rd #400  
Rochester, NY 14623

with a copy to: General Counsel  
Global Payments Inc.  
3550 Lenox Rd. NE, Suite 3000  
Atlanta, GA 30342

For Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**11.5 Severability.** If any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect under any applicable statute, rule of law, or public policy, such provision shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect. The parties agree to replace any such invalid, illegal, or unenforceable provision with a new provision that has the most nearly similar permissible legal and economic effect.

**11.6 Headings.** Headings are included in this Agreement as a matter of convenience only and shall not be controlling with regard to the interpretation of this Agreement.

**11.7 Amendments.** This Agreement shall not be modified except by written amendment signed by each of the Parties.

**11.8 Assignment.** This Agreement shall be binding upon and for the benefit of Heartland, Customer and their permitted successors and assigns. Heartland may assign this Agreement as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any attempted assignment or delegation in violation of this section will be void.

**11.9 Relationship of the Parties.** Heartland and Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.

HEARTLAND PAYMENT SYSTEMS, LLC

CUSTOMER

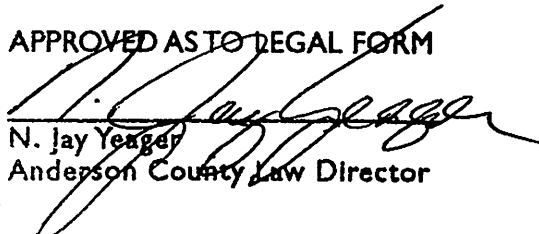
SIGNATURE: \_\_\_\_\_

BY: Jeremy Loch  
TITLE: SVP & General Manager,  
School Solutions  
DATE:

SIGNATURE: \_\_\_\_\_

BY:  
TITLE:  
DATE:

APPROVED AS TO LEGAL FORM

  
N. Jay Yeager  
Anderson County Law Director

**MySchool Services Attachment to Master Software Services Agreement  
Heartland School Solutions**

The following terms and conditions in this MySchool Services Attachment (“MySchool Services Attachment”), together with the Master Software as a Service Agreement (“Agreement”), govern Heartland’s provision of MySchoolBucks, MySchoolApps, MSB Activities, MSB Accounting (also known as BlueBear), MSB Tickets, or other services (as defined below) to Customer.

**1. Definitions.** Terms not otherwise defined herein will have the meanings set forth in the Agreement.

- 1.1. **“End User”** means any person who uses any of the MySchool Services to make a payment or receive information via the MySchool Services, including parents, guardians, Customer’s administrators, and any others who are authorized to access an account.
- 1.2. **“MySchoolBucks Services”** mean the websites, mobile applications, or online services, including [www.MySchoolBucks.com](http://www.MySchoolBucks.com), provided by Heartland and its Affiliates that enable payments to be made to a student’s school account or accounts, or to Customer, for fees, purchases, etc., using a credit card, debit card, or an electronic check.
- 1.3. **“MySchoolApps Services”** means the websites, mobile applications, or online services, including [www.myschoolapps.com](http://www.myschoolapps.com) provided by Heartland and its Affiliates that enable End Users to apply for free or reduced meal services and other benefits on behalf of students.

**2. Services.**

- 2.1. **Online MySchoolBucks Services.** Heartland will provide a website for an End User to enable registration activities, make purchases, and process payments to a school account(s) or to Customer, provided that Customer has enrolled in payment processing services. MySchoolBucks Services may also include Customer-managed student activity accounting.
- 2.2. **Online MySchoolApps Services.** Heartland will provide a website for End Users to apply for free or reduced price meal plans or other benefits.
- 2.3. **Fees.** Heartland reserves the right to increase pricing based on the number of registrations that Customer has on an annual basis.
- 2.4. **Control of Funds.** Once an End User has made an online payment to Customer, Customer has sole discretion over the application and use of those funds, including providing refunds or returns. Heartland is not responsible for any funds, or Customer’s use of funds, after End User submits a payment using the Services.
- 2.5. **MySchoolBucks Services include:**
  - 2.5.1. Student participation in various school programs, events, and products, including funding a student’s lunch account, managed through the MySchoolBucks website;
  - 2.5.2. Services and fees managed through the MySchoolBucks website;
  - 2.5.3. District-to-parent messaging, and other information published through the MySchoolBucks website or mobile app.
- 2.6. **MySchoolApps Services include:** Applying for free and reduced meals online through the MySchoolApps website: <https://www.myschoolapps.com/>.

**3. Heartland Relationship with End Users**

- 3.1. **MySchoolBucks Services.** End Users may supply data, including confidential data and personally identifiable information (“PII”), to utilize the MySchoolBucks Services, and may be able to retrieve PII associated with their account via desktop or mobile devices. PII submitted by End Users, whether via letter, voice, fax, email, chat, SMS, social media, mobile application, or browser, will be processed in accordance with the MySchoolBucks Terms of Use and Privacy Policy, available at [www.myschoolbucks.com](http://www.myschoolbucks.com). Heartland may communicate with End Users about the MySchoolBucks

Services, but does not sell any End User information or use any End User information for marketing purposes without consent.

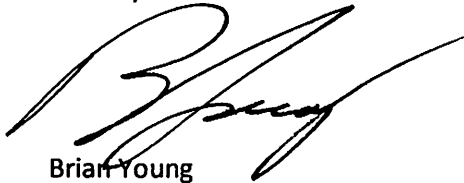
- 3.2. **MySchoolApps Services.** End Users may supply data, including confidential data and personally identifiable information (“PII”), to utilize the MySchoolApps Services. PII submitted by End Users, whether via letter, voice, fax, email, chat, SMS, social media, mobile application, or browser, will be processed in accordance with the MySchoolApps Terms of Use and Privacy Policy, available at <https://www.myschoolapps.com>. Heartland may communicate with End Users about the MySchoolApps Services, but does not sell any End User information or use any End User information for marketing purposes without consent.
- 3.3. Heartland has implemented policies and practices pursuant to various security rules and regulations relating to the security and safeguarding of payment data, including the Payment Card Industry Data Security Standards (PCI-DSS). When sharing PII with its Affiliates, Heartland will require those Affiliates to comply with this Attachment.
4. **MySchoolBucks Services Support.** Customer may contact Heartland for assistance resolving issues with the MySchoolBucks Services by calling 1-855-832-5226, completing the online support request form at <https://www.myschoolbucks.com/ver2/etc/getsupportrequest>, or via chat at [www.myschoolbucks.com](http://www.myschoolbucks.com). MySchoolBucks Services support is available Monday through Friday, from 8am – 5pm Eastern Time.
5. **MySchoolApps Services Support.**
  - 1) Self help documentation is available at:  
<https://mcssoftware.atlassian.net/wiki/spaces/MSA/pages/1238761482/Heartland+MSA+Supplements>
  - 2) Email [MSAsupport@e-hps.com](mailto:MSAsupport@e-hps.com) with a question or a call back request. Note: MySchoolApps does not have a direct phone hot-line at the present time.
  - 3) Request MySchoolApps Services assistance from your point of sale hot-line:

Mosaic	1-800-256-8224 Option #1	<a href="mailto:mosaicssupport@e-hps.com">mosaicssupport@e-hps.com</a>
Nutrikids	1-800-724-9853 Option #5	<a href="mailto:hss-nk-pos_support@e-hps.com">hss-nk-pos_support@e-hps.com</a>
Café Enterprise	1-866-343-2594	<a href="mailto:Hss-CE-Help@e-hps.com">Hss-CE-Help@e-hps.com</a>
WebSMARTT	1-800-748-9631	<a href="mailto:websmarttsupport@e-hps.com">websmarttsupport@e-hps.com</a>

IT Director: to Commission, this is an ATT added PRI Phone feed contract for Sheriff Dispatch EMS and Fire along with 911 for 911's new Viper phone system at Jolley Building on 4<sup>th</sup> floor that they are providing the hardware for from their budgets. This added expense to Phone Code 307 will be \$515 per month at the max rate. However, the Long-Distance minutes that come with this package will cause a reduction in pricing from our Long-Distance bill with ATT which can be \$600 + per month. This will not be a wash but will vary monthly as it's based upon usage for long distance at the Jail for instance (not only Jail).

This service from ATT provides failure redundancy in case our primary phone system has an outage then 911's probability of continuing on during this scenario increases. Our county was one of the few counties that remained online during the ATT bombing last year! This shows our planning and diligence and I think we should continue to practice this thought process to stay ahead of the curve. I truly agree with Sheriff and 911 that this is a needed system and I support them in this endeavor to provide better emergency services systems for the constituents.

Thank you

A handwritten signature in black ink, appearing to read 'B. Young', written in a cursive style.

Brian Young

IT Director

# Anderson County Government

## Product(s) Proposed: IP Flex SIP Services

**DATE:** Current Date 04/05/2022

### AT&T REPRESENTATIVE

Keith Kuykendall

kk843@att.com

828-279-3759

#2 Seller Name

Seller Email

Seller Phone #

**TERM:** 24 or 36 Months

<u>SITE</u>	<u>PRODUCT</u>	<u>ATTRIBUTE</u>	<u>ATTRIBUTE</u>	<u>MONTHLY RECURRING TOTAL</u>	<u>NON RECURRING TOTAL</u>
101 South Main St, Clinton suite	IP Flex with SIP	10M Internet	Can be used at your leisure	515	0
		SIP Calling	Connects to Viper		
		LD	300 Min LD per voice channel		
		LD	3000 min LD		
		DID Numbers	xxx		
<b>For 911 office</b>					

NOTE: Promotion description, other defining parameters that need to be written out

Proposal Validity Period—The information and pricing contained in this Proposal is valid for a period of 90 days from the date written on the proposal cover page unless rescinded or extended in writing by AT&T.

**Anderson County Government****Product(s) Proposed: IP Flex SIP Services****DATE:** Current Date 04/05/2022**AT&T REPRESENTATIVE**

Keith Kuykendall

kk@845.com

828-279-3759

#2 Seller Name

Seller Email

Seller Phone #

**TERM:** 24 or 36 Months

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## AT&amp;T Dedicated Internet &amp; Voice Bundle Agreement

The rates, discounts and other provisions in this Agreement are contingent upon signature by both parties on or before December 31, 2022.

## For AT&amp;T Administrative Use Only

attuid: KK7845

Account #

Master Customer #

Doc Viewer ID:

Contract ID#: ADV14392912

Company Name ("Customer")	AT&T – Contact For Notices	AT&T Sales Contact - Primary Contact
Legal Name: ANDERSON COUNTY OF	AT&T Corp	Name: KEITH KUYKENDALL
Street Address: 100 N MAIN ST RM 208	One AT&T Way	Street Address: 24 O'HENRY AVE
City: CLINTON, State: TN Zip: 37716	Bedminster, NJ 07921-0752	City: ASHEVILLE, State: NC Zip: 28801
Tel # 8654638160	ATTN: Master Agreement Support Team: mast@att.com	Tel # 8282793759

## AGREEMENT TERMS

## 1. SERVICES

Service	Service Publications Location
AT&T Dedicated Internet & Voice Bundle (ADIVB)	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP">http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP</a> (See AT&T Dedicated Internet & Voice Bundle)

## 2. AGREEMENT TERM AND EFFECTIVE DATES OF RATES

Term	Term Start Date/Effective Date of Rates and Discounts
2 years	Effective Date of this Agreement

## 3. SERVICES COMPONENTS AND RATES (PRICES)

## 3.1. AT&amp;T Dedicated Internet &amp; Voice Bundle

Port Speed	Concurrent Calls	Off-Net long distance - Included Minutes (per month)	Monthly Service Charge Group 1	Monthly Service Charge Group 2	Monthly Service Charge Group 3
10 Mbps	10	3,000	\$499.00	\$683.00	\$786.00
10 Mbps	15	4,500	\$525.00	\$725.00	\$828.00
10 Mbps	23	6,900	\$555.00	\$792.00	\$895.00
10 Mbps	30	9,000	\$645.00	\$850.50	\$953.50
10 Mbps	46	13,800	\$795.00	\$984.00	\$1,087.00
20 Mbps	10	3,000	\$555.00	\$882.00	\$951.00
20 Mbps	15	4,500	\$595.00	\$929.50	\$998.50
20 Mbps	23	6,900	\$645.00	\$1,005.50	\$1,074.50
20 Mbps	30	9,000	\$745.00	\$1,071.50	\$1,140.50
20 Mbps	46	13,800	\$895.00	\$1,223.00	\$1,292.00
50 Mbps	10	3,000	\$745.00	\$1,138.50	\$1,224.50
50 Mbps	15	4,500	\$795.00	\$1,186.00	\$1,272.00
50 Mbps	23	6,900	\$845.00	\$1,261.50	\$1,347.50
50 Mbps	30	9,000	\$895.00	\$1,328.00	\$1,414.00
50 Mbps	46	13,800	\$999.00	\$1,479.50	\$1,565.50
100 Mbps	10	3,000	\$950.00	\$1,495.00	\$1,634.50
100 Mbps	15	4,500	\$995.00	\$1,540.00	\$1,680.00
100 Mbps	23	6,900	\$1,025.00	\$1,612.50	\$1,752.50
100 Mbps	30	9,000	\$1,075.00	\$1,676.00	\$1,816.00

Doc ID: ADIVBEXP-1

V5 – 01/16/2021

Rate ID: ADIVB-061018-50, USOFN20





## AT&amp;T Dedicated Internet &amp; Voice Bundle Agreement

100 Mbps	46	13,800	\$1,095.00	\$1,821.50	\$1,961.00
150 Mbps	10	3,000	\$999.00	\$1,786.00	\$1,962.50
150 Mbps	15	4,500	\$1,045.00	\$1,833.00	\$2,010.00
150 Mbps	23	6,900	\$1,075.00	\$1,909.00	\$2,086.00
150 Mbps	30	9,000	\$1,099.00	\$1,975.50	\$2,152.00
150 Mbps	46	13,800	\$1,199.00	\$2,127.00	\$2,303.50
250 Mbps	10	3,000	\$1,325.00	\$2,322.00	\$2,523.50
250 Mbps	15	4,500	\$1,375.00	\$2,369.00	\$2,570.50
250 Mbps	23	6,900	\$1,445.00	\$2,445.00	\$2,646.50
250 Mbps	30	9,000	\$1,495.00	\$2,511.00	\$2,713.00
250 Mbps	46	13,800	\$1,595.00	\$2,662.50	\$2,864.50
400 Mbps	10	3,000	\$1,399.00	\$3,095.50	\$3,399.50
400 Mbps	15	4,500	\$1,449.00	\$3,141.00	\$3,445.00
400 Mbps	23	6,900	\$1,499.00	\$3,213.50	\$3,517.50
400 Mbps	30	9,000	\$1,699.00	\$3,277.00	\$3,581.00
400 Mbps	46	13,800	\$1,799.00	\$3,422.00	\$3,726.00
500 Mbps	10	3,000	\$1,559.50	\$3,705.00	\$4,094.50
500 Mbps	15	4,500	\$1,609.50	\$3,750.50	\$4,140.00
500 Mbps	23	6,900	\$1,659.50	\$3,823.00	\$4,212.50
500 Mbps	30	9,000	\$1,859.50	\$3,886.50	\$4,276.00
500 Mbps	46	13,800	\$1,959.50	\$4,032.00	\$4,421.00
600 Mbps	10	3,000	\$1,697.00	\$4,162.00	\$4,597.50
600 Mbps	15	4,500	\$1,747.00	\$4,234.50	\$4,670.00
600 Mbps	23	6,900	\$1,947.00	\$4,298.00	\$4,733.50
600 Mbps	30	9,000	\$2,047.00	\$4,443.00	\$4,878.50
600 Mbps	46	13,800	\$2,047.00	\$4,443.00	\$4,878.50
1,000 Mbps	10	3,000	\$2,030.00	\$4,541.00	\$5,046.50
1,000 Mbps	15	4,500	\$2,080.00	\$4,613.50	\$5,119.00
1,000 Mbps	23	6,900	\$2,280.00	\$4,677.00	\$5,182.50
1,000 Mbps	30	9,000	\$2,380.00	\$4,822.00	\$5,328.00
1,000 Mbps	46	13,800	\$2,380.00	\$4,822.00	\$5,328.00
On-Net Calling & Local Off-Net Calling			Unlimited		
Enhanced Features Package (per concurrent call)			\$1.60		
US Off-Net per minute calling charge in excess of Off-Net long distance included minutes			\$0.0400		
IP Toll-Free Calling Plan Charge, Monthly Charge per Site*			\$15.00		
* Includes 1,000 minutes of usage per month per calling Plan G per Customer. Additional usage charges shall apply for aggregate usage over 1,000 minutes per the AT&T IP Toll-Free table below. IP Toll-Free can only be added to a new order for ADIVB.					
Business In A Box					
Base Unit NextGen			\$0.00		

**Service Components: 20%**

International Off-Net Outbound Calls – Land-Line (Fixed) and Mobile Terminations (per minute)

Service Component Discount applied to Service Guide rates, as revised from time to time

**AT&T IP Toll-Free**

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Rate ID: ADIVB-061018-50, USOFN20



## AT&amp;T Dedicated Internet &amp; Voice Bundle Agreement

United States Calling Plan	Calling Plan G
AT&T IPTF Inbound – Interstate Usage	See BVOIP SG – AT&T Dedicated Internet & Voice Bundle, for Rate Table as revised from time to time
AT&T IPTF Calling Charge – US Intrastate Usage	
AT&T IPTF Inbound –Canada to US Usage	

## 4. WAIVERS

Charges Waived	Minimum Retention Period
Monthly Charge per Dialed Toll-Free number for AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option	N/A*
Non-Recurring Charge per Dialed Toll-Free number for AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option	
AT&T IPTF Calling Plan G Non- Recurring Charge Dial Plan Setup Fee	
BVoIP Toll-Free Routing Arrangement (APN) Charge, Monthly Charge Per Site	
* N/A: Not Applicable ** This waiver applies only to new AT&T Toll-Free Advanced Features accounts. If a Toll-Free number is associated with an existing AT&T Toll-Free Advanced Features account, AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option will be billed on that account.	

## 5. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Charge Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Agreement Term

## 6. AT&amp;T DEDICATED INTERNET &amp; VOICE BUNDLE GENERAL TERMS AND CONDITIONS

**6.1. Agreement:** AT&T and/or its Affiliates shall provide Customer products and services identified in this document ("Services") pursuant to the "Agreement" consisting of this document and the following applicable "Service Publications", incorporated by reference: (i) Tariff(s), Guidebook(s) and/or Service Guide(s) found at [att.com/service](http://att.com/service) publications, and (ii) the AT&T Acceptable Use Policy ("AUP") found at [att.com/aup](http://att.com/aup). AT&T may revise the Service Publications at any time. The order of priority of the documents that form the Agreement is, in descending order: this document; the AUP; and, then the applicable Tariff(s), Guidebook(s) and/or Service Guide(s) (provided, however, Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms).

**6.2. Services:** AT&T will provide or arrange to have the Service provided to Customer subject to availability and operational limitations of systems, facilities and equipment. Customer may not resell any component of the Service without AT&T's written consent. Customer will cause Users to comply with the Agreement and Customer is responsible for their use of the Service or any component of the Service, unless expressly provided to the contrary in a Service Publication.

**6.3. Access to Premises:** Customer will in a timely manner allow AT&T to access, or, at Customer's expense, obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Service. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

**6.4. Hazardous Materials:** Customer will ensure that the Site is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Site, AT&T may terminate the affected Service Component, or suspend performance until Customer remediates the condition.

Doc ID: ADIVBEXP-1

V5 – 01/16/2021  
Rate ID: ADIVB-061018-50, USOFN20



## AT&T Dedicated Internet & Voice Bundle Agreement

**6.5. Independent Contractor Relationship:** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

**6.6. License and Third-Party Terms:** Software, Purchased Equipment and Third-Party Services, if any, may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of this Agreement is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

**6.7. AT&T Equipment:** Title to AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment, must keep the AT&T Equipment physically secure and free from liens and encumbrances and will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T Equipment.

**6.8. Prices:** Unless this document states otherwise, the prices listed in the Agreement are stabilized for the Term and no promotion, credit, discount or waiver set forth in a Service Publication will apply.

**6.9. Taxes; Surcharges; Fees.** Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, surcharges, recovery fees, shipping charges, and other similar charges.

**6.10. Billing, Payments and Deposits:** Payment is due thirty (30) days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within six (6) months date of the invoice in which the disputed charge initially appears, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services, and AT&T may apply such deposit to any charges owed. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies.

**6.11. Expiration of Term:** At the end of the Term (but subject to any existing Minimum Payment Period), Customer may continue Service under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Term; however, upon expiration of the Term or applicable MPP, whichever is later, AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer and either party may terminate such service arrangement upon thirty (30) days' notice.

**6.12. Termination and Suspension:** Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. Either Party may terminate an affected Service for material breach, and AT&T may terminate or suspend (and later terminate) an affected Service, if such breach is not cured within 30 days of notice. If Customer is in violation of the AUP and fails to rectify the violation within five (5) days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service. Provided, however, if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services, AT&T may terminate or suspend a Service, and, if the violating activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice. AT&T also has the right to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.

**6.13. Early Termination Charges:** If Customer terminates a Service or Service Component for Customer's convenience or AT&T terminates a Service or Service Component for cause, Customer must pay: (i) 50% of any unpaid recurring charges for the terminated Service Component attributable to the unexpired portion of an applicable Minimum Payment Period, (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges, and (iii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. The charges set forth in this section will not apply if a terminated Service Component is replaced with an upgraded Service



AT&T Dedicated Internet & Voice Bundle Agreement

Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

**6.14. Withdrawal of Service or Service Component:** Notwithstanding that this Agreement may commit AT&T to provide a Service to Customer for a Term, unless applicable local law or regulation mandates otherwise, AT&T may discontinue a Service or a Service Component to similarly situated customers and terminate Customer's Service or Service Component upon 120 days' notice.

**6.15. Disclaimer of Warranties and Liability:** AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY, DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS) AND MAKES NO WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

**6.16. Limitation of Liability:** AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. ALL SOFTWARE AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

**6.17.** The above Disclaimer of Warranties and Liability and Limitations of Liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

**6.18. Indemnity:** Customer agrees at its expense to defend, indemnify and hold harmless AT&T, its Affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties on account of a third-party claim where: (i) the claim arises from Customer's or a User's use of a Service; (ii) the claim alleges a breach by Customer, its Affiliates or Users of a Software license agreement; or (iii) alleges that a Service infringes any patent, trademark, copyright or trade secret where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

**6.19. ARBITRATION:** ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.



## AT&T Dedicated Internet & Voice Bundle Agreement

**6.20. General Provisions:** This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. AT&T may monitor electronic transmissions across its network to maintain compliance with its legal and regulatory obligations and to operate, maintain and enhance the network and Services. Where required by law, AT&T may provide Customer Personal Data to third parties such as courts, law enforcement or regulatory authorities. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law this Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above.

### 6.21. Definitions:

**"Affiliate"** of a party means an entity that controls, is controlled by, or is under common control with such party.

**"API"** means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

**"AT&T Equipment"** equipment owned by AT&T and located at Customer's premises.

**"Customer Personal Data"** means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T in the course of providing the Services.

**"Minimum Payment Period"** means the minimum period identified in the Agreement during which Customer is required to pay recurring charges for the Service Component.

**"Minimum Retention Period"** means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

**"Purchased Equipment"** means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment includes any internal code required to operate such equipment and any physical media provided to Customer on which Software is stored, but does not include Software.

**"Service Component"** means an individual component of a Service provided under this Agreement.

**"Site"** means a physical location, including Customer's collocation space on AT&T's or subcontractor's property, where AT&T installs or provides Service.

**"Software"** means any software (including APIs and all associated written and electronic documentation and data) provided to Customer for a Service.

**"Third-Party Service"** means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

**"User"** means anyone who uses or accesses any Service provided to Customer.

FOR VOICE OVER INTERNET PROTOCOL (VOIP) SERVICES, THE UNDERSIGNED, ON BEHALF OF CUSTOMER, ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND UNDERSTANDS THE ADVISORIES CONCERNING THE CIRCUMSTANCES UNDER WHICH E911 SERVICE USING A VOICE OVER IP SYSTEM MAY NOT BE AVAILABLE OR MAY BE IN SOME WAY LIMITED BY COMPARISON TO USING TRADITIONAL WIRELINE TELEPHONE SERVICE. SUCH CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, RELOCATION OF THE END USER'S TELEPHONE SETS OR OTHER EQUIPMENT, USE OF A NON-NATIVE OR VIRTUAL TELEPHONE NUMBER, FAILURE IN THE BROADBAND CONNECTION, LOSS OF ELECTRICAL POWER, AND DELAYS THAT MAY OCCUR IN UPDATING THE CUSTOMER'S LOCATION IN THE AUTOMATIC LOCATION INFORMATION DATABASE. THE ADVISORIES ARE FURTHER PROVIDED IN THE SERVICE PUBLICATION.



AT&T Dedicated Internet & Voice Bundle Agreement

By signing below, the person signing on behalf of customer personally represents and warrants to AT&T that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Customer understands and agrees to be bound by the terms and conditions for service as described in the attached terms and conditions, including but not limited to all terms and conditions incorporated by reference. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Agreement is effective when signed by both Customer and AT&T Corp. ("Effective Date").

Customer (by its authorized representative)	AT&T Corp. (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



AT&T Dedicated Internet & Voice Bundle Agreement

Letter of Authorization to Obtain Customer Service Records Only

Customer Name: ANDERSON COUNTY OF	AT&T	Customer Account #:
Customer Full Address & Zip:  100 N MAIN ST RM 208 CLINTON TN 37716	AT&T Full Address & Zip:  24 O'HENRY AVE ASHEVILLE NC 28801	Customer Contact: Tel. #: 8654638160  AT&T Contact: Tel. #: 8282793759 Email ID: kk7845@exo.att.com
Master Customer No.:		AE PID:

1. I appoint AT&T as my agent to request Customer Service Records (CSRs) with the Local Exchange Company(s) (LEC) for analyzing Local Service. This appointment shall extend to all service accounts for which customer appears as the customer of record.

2. This Appointment is applicable to the following location  (Choose one)	Blanket LOA (For all locations in the United States)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
---	---	---

3. I certify that I am either the customer of record for these lines or that I am authorized by the customer of record to make this decision.

ORDERED BY CUSTOMER: ANDERSON COUNTY OF	
Signature:	
Printed Name:	
Title:	
Date:	

This authorization shall continue in force unless and until revoked by the customer.
--



Attachment 8  
**ANDERSON COUNTY GOVERNMENT**  
**PROPERTY DISPOSITION AND SURPLUS RECORD**

- Surplus property may be transferred to another Anderson County Department or be sold at internet auction after ensuring another Department does not want it.
- The IT Department will manage the disposition of hard drives.
- The Vehicle Inspection Form is required to sell vehicles. The Purchasing Office will obtain available service records from the Fleet Services Department.
- The transfer of property to an Entity outside of Anderson County requires County Commission approval. The surplus of capital assets requires County Commission approval.
- This form is to be emailed to Surplus@AndersonCountyTN.gov

ACCTC

requests to surplus property as detailed below.

(Department)

NH Wade

6-2-22

Signature of Department Head/Elected Official

Date

Asset Tag # (N/A if no Tag).	Property Description & Condition, to include serial or VIN #
	2002
NA	Ford E-150 Van 8 passenger white 1FMRE11262HA21059 Mileage 157,881
	Engine: Needs Repair "Bad Knock" Transmission: Automatic is Drivable
	Drivetrain: Good      Exterior: Multiple Dents/scratches Tires: Good      Interior: Multiple tears/dash floor Removed

Attach photographs – the more the better. Attach spreadsheet if necessary.

Property Disposition Method (check and fill out applicable box)

<input type="checkbox"/>	<b>Auction on GovDeals</b> Bid Starting Amount: _____
<input type="checkbox"/>	<b>Transfer Property</b> To: _____ (Department)  Signature of Receiving Department Head/Elected Official _____ Date _____
<input type="checkbox"/>	<b>Trade In</b> Purchase Order Number of Trade in: _____
<input type="checkbox"/>	<b>Stolen or Lost</b> (Attach copy of Police Report)
<input type="checkbox"/>	<b>Property Destroyed</b> (Attach explanation)

Received by Purchasing Office (Date): \_\_\_\_\_

Deputy Purchasing Agent Signature: \_\_\_\_\_

Purchasing Office Use Only

Govdeals ID#: \_\_\_\_\_

Date: \_\_\_\_\_

Sale Amount: \$ \_\_\_\_\_

Date removed from Asset Listing: \_\_\_\_\_

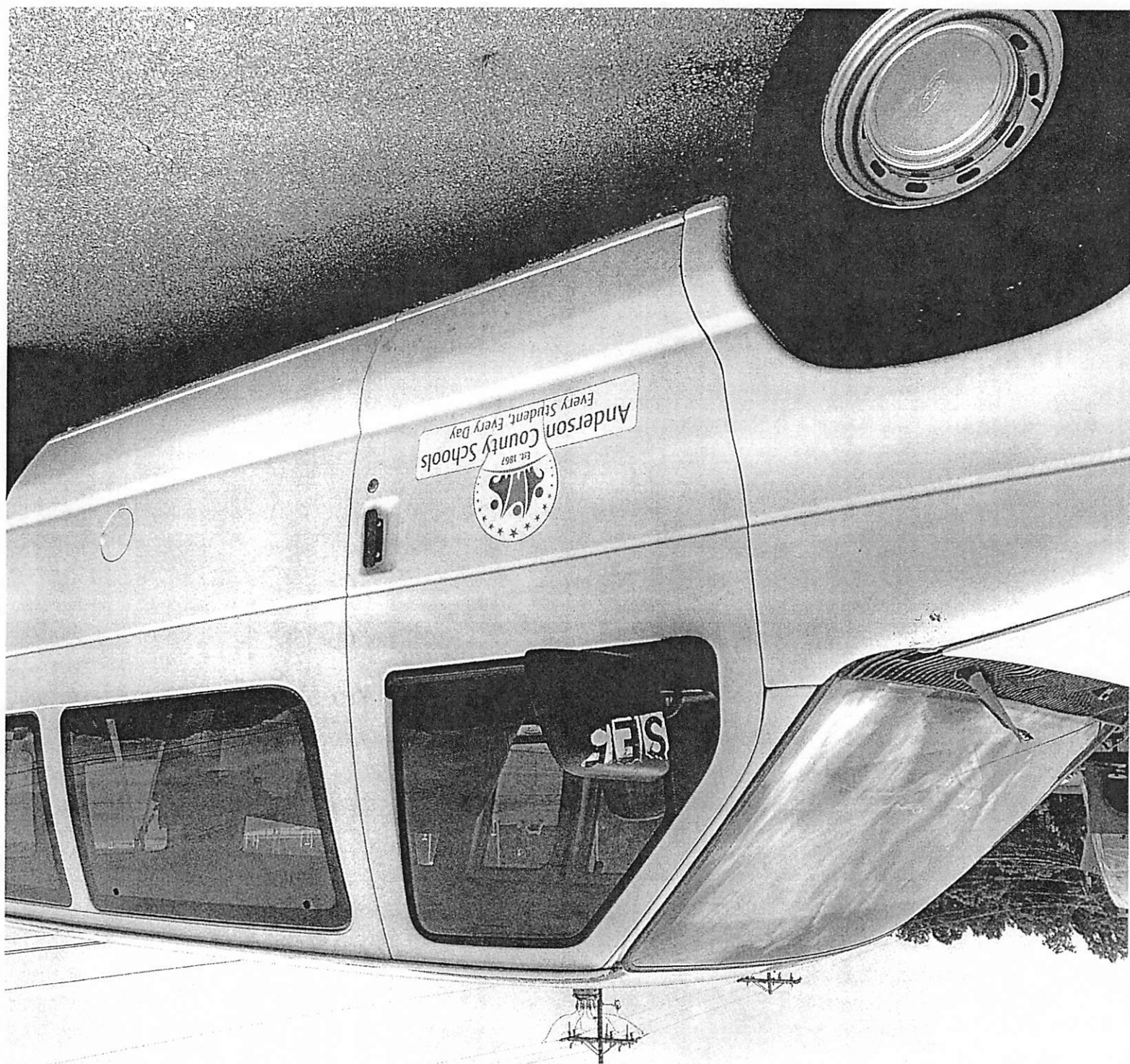


# Vehicle Inspection Form

Inventory ID:	Asset Number:	Fair Market Value:
Short Description: Year <u>2002</u> Make <u>Ford</u> Model <u>E-150</u>		
VIN: <u>1FMR E11262HA21059</u>		Title Restriction: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Odometer: <u>157881</u> <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers		Odometer Accurate <input checked="" type="checkbox"/> Y <input type="checkbox"/> N:
<b>Long Description:</b> This Vehicle: <input type="checkbox"/> Starts <input checked="" type="checkbox"/> Starts with a Boost & <input type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine- Type: <u>4.2 L, V 6</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: <u>Bad Knock, Rebuild + Replace</u> This vehicle was maintained every <u>5,000</u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input checked="" type="checkbox"/> Miles Date Removed From Service: <u>5/19/02</u> Maintenance Records: <input checked="" type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection Transmission: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual Speed Condition: <input type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: <u>NA</u> Drivetrain: <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive Condition: <u>Driveable</u>		
<b>Exterior:</b> 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 type="checkbox"/> Dings Tire Condition: <u>Good</u> Tread: <u>Good</u> #Flat: <u>0</u> Hubcaps # <u>4</u> Major Damage to: <u>NA</u> Additional Damage: <u>Rear Passenger Dent</u> Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input checked="" type="checkbox"/> Have been Removed & <input checked="" type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input checked="" 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		
<b>Interior:</b> Color <u>Gray</u> <input type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input checked="" type="checkbox"/> Leather Damage to Seats: <u>Bad Rip in Passenger Side</u> Damage to Dash/Floor: <u>Small Driver Side Rip, Floor Panel Removed</u> Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: <u>AM</u> <input type="checkbox"/> AM <input type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input type="checkbox"/> AC (Condition: <input type="checkbox"/> Cold <input checked="" type="checkbox"/> Unknown) <input type="checkbox"/> No AC Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input type="checkbox"/> Cruise Control <input type="checkbox"/> Tilt Steering <input type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input type="checkbox"/> Steering <input type="checkbox"/> Windows <input type="checkbox"/> Door Locks <input type="checkbox"/> Seats		
Additional Equipment: <u>NA</u> Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____		
Location of Asset: <u>ACC TC</u> For more information contact: <u>Nathan Wade or Archie Dukes</u> Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.		



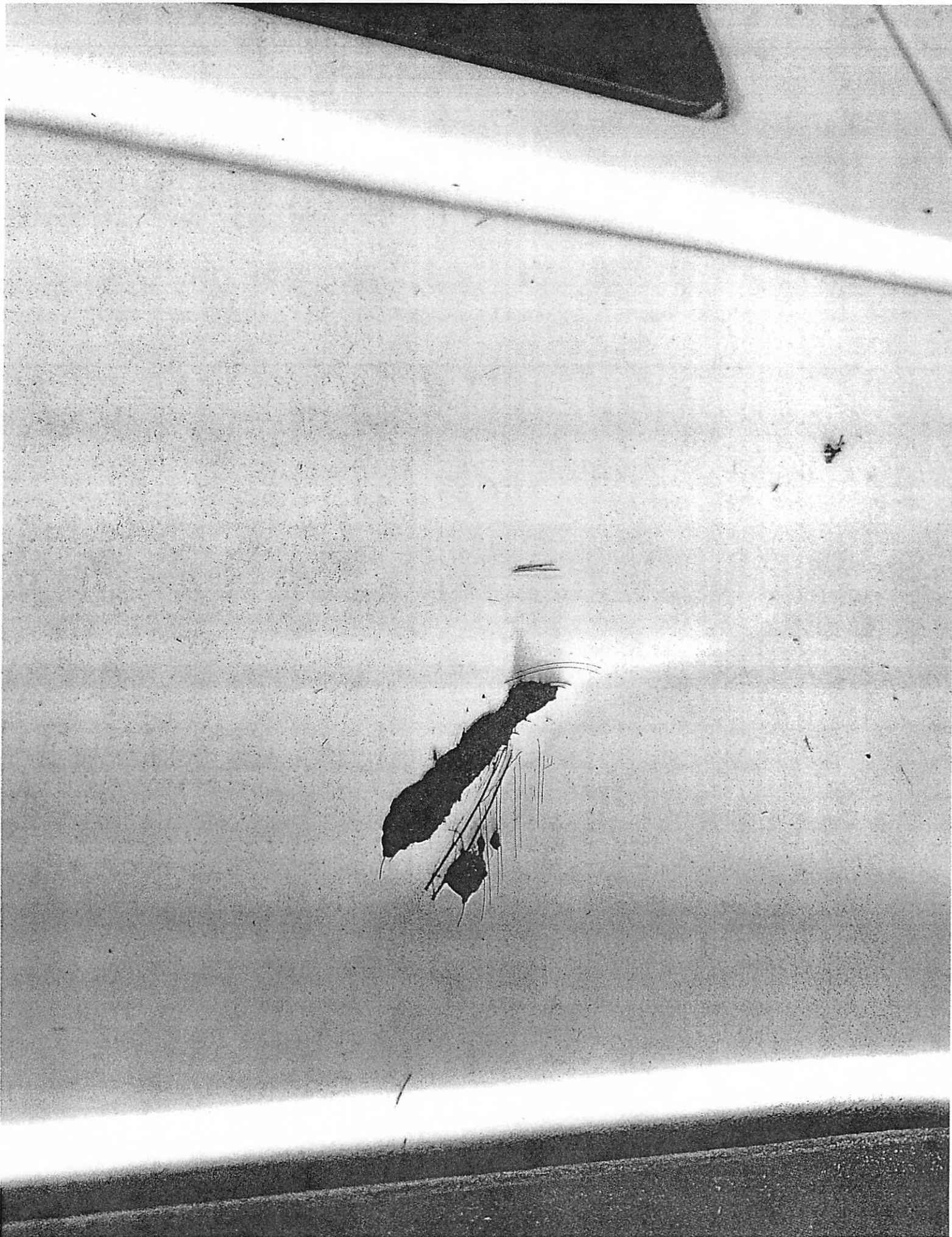




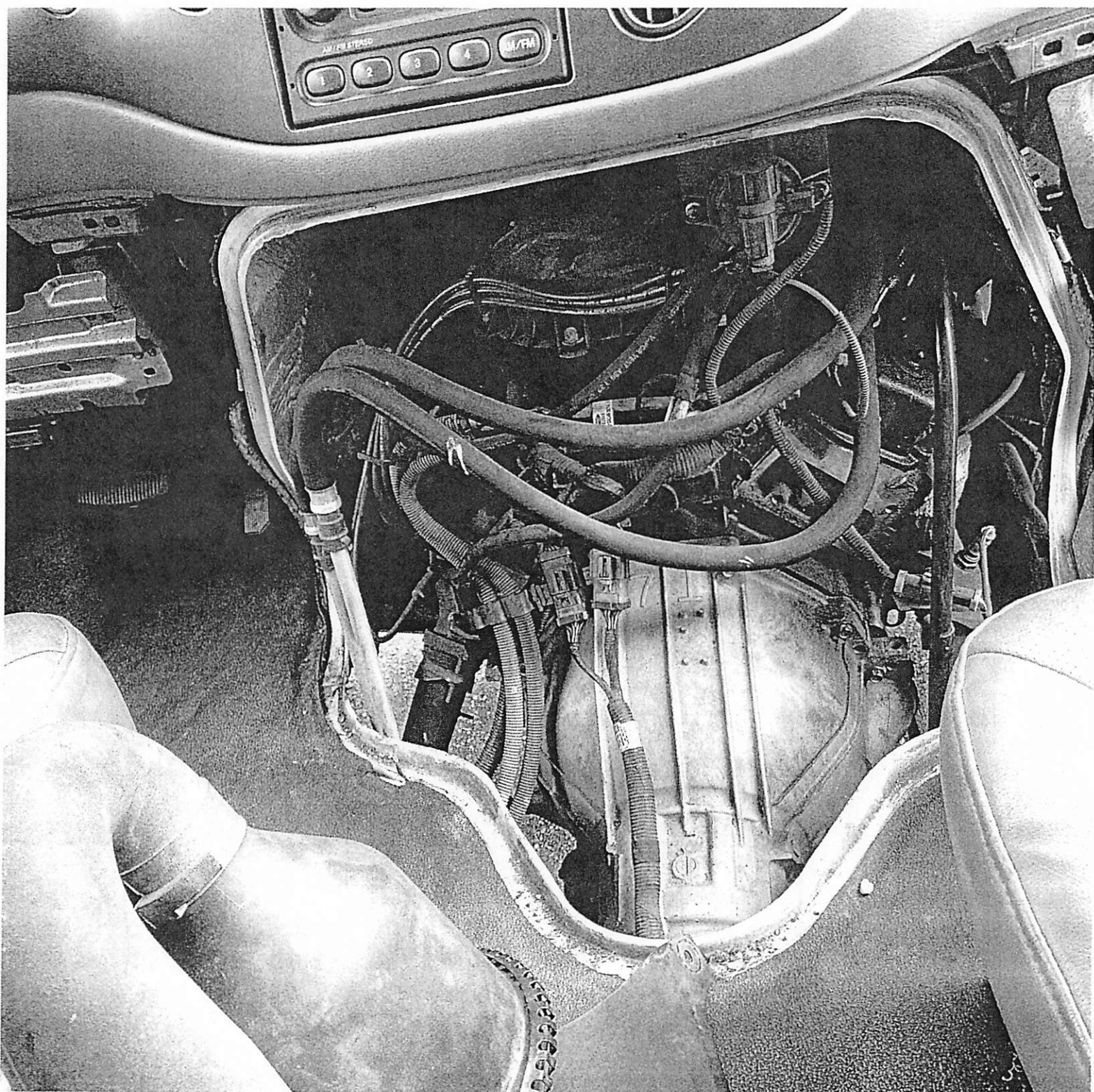












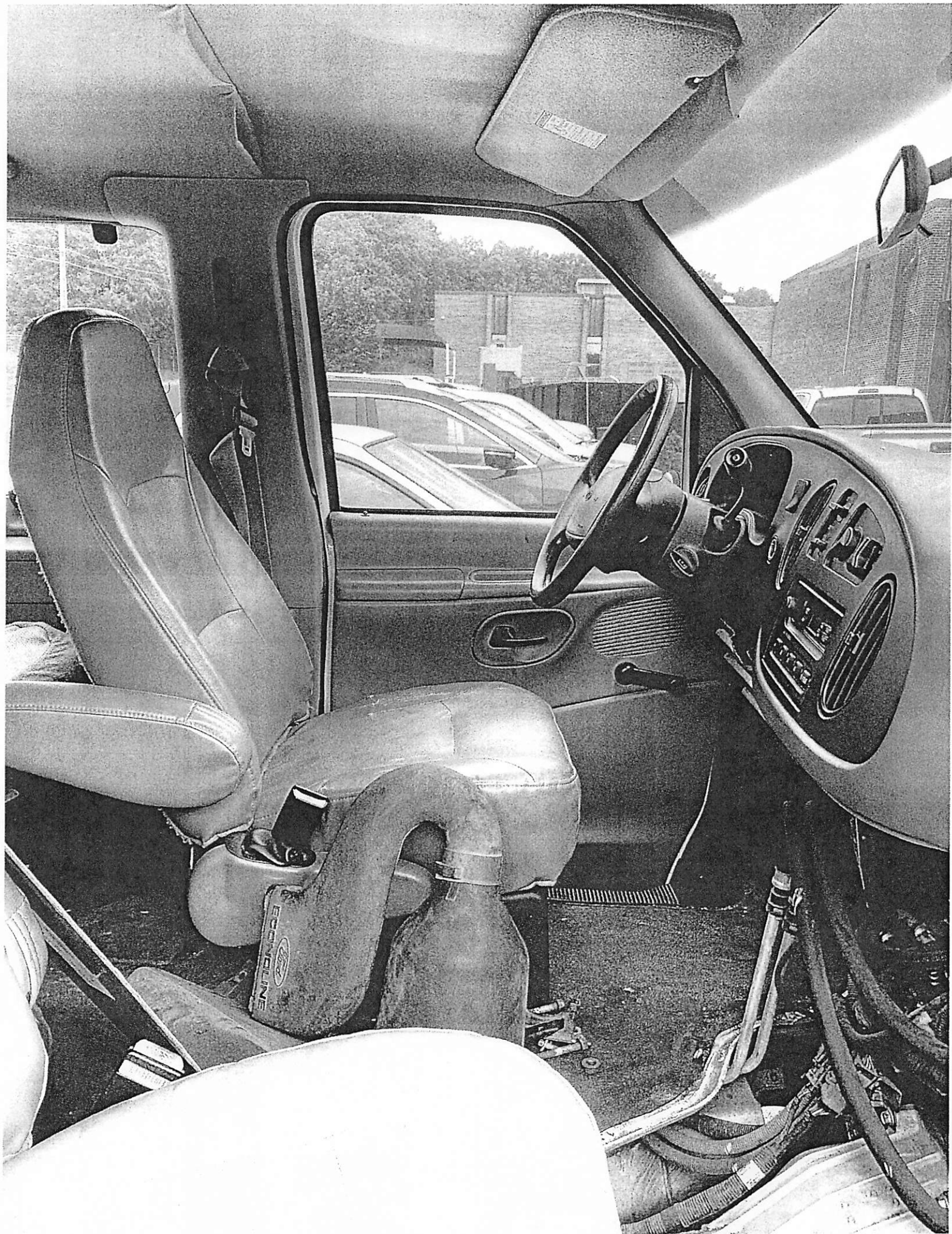


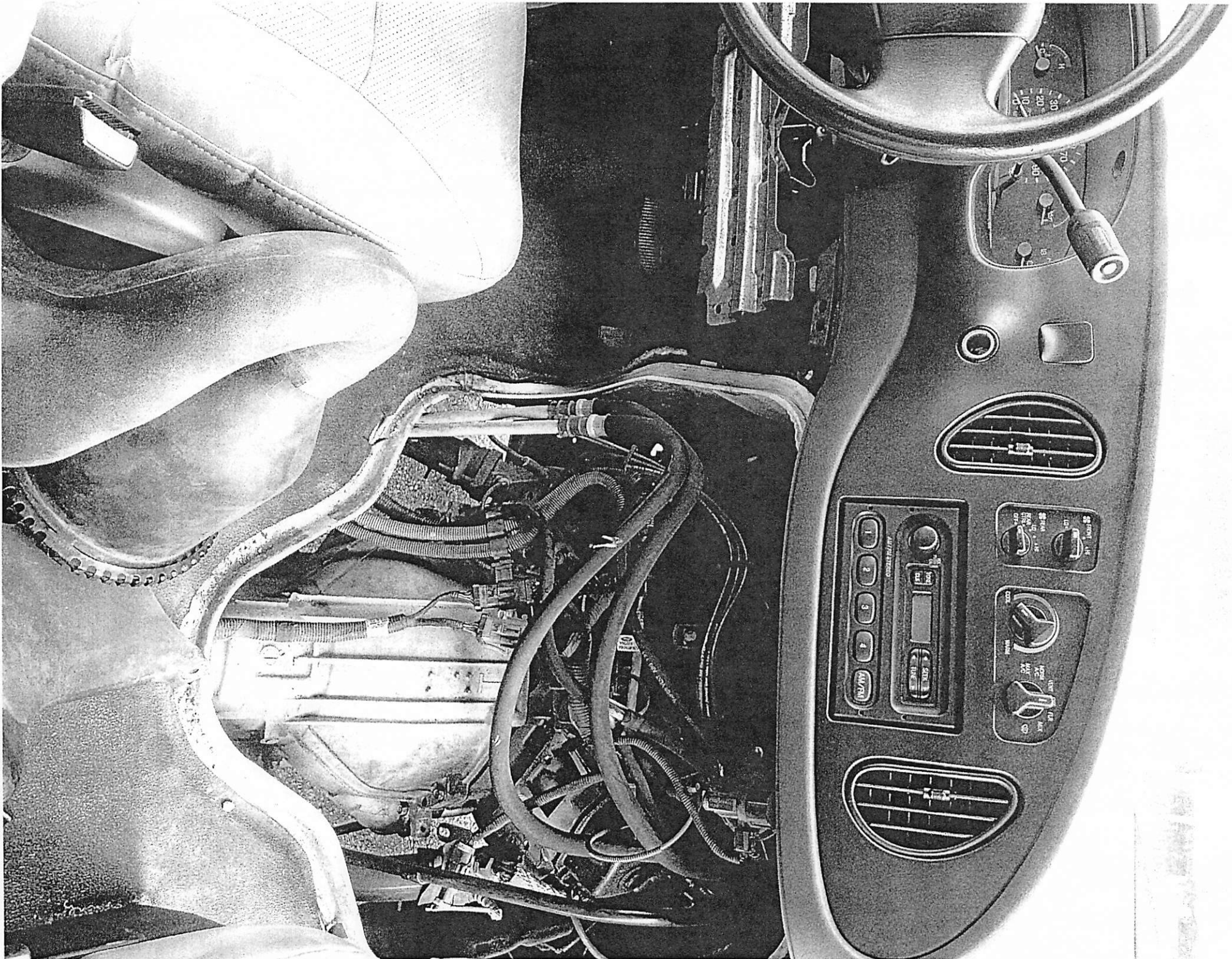




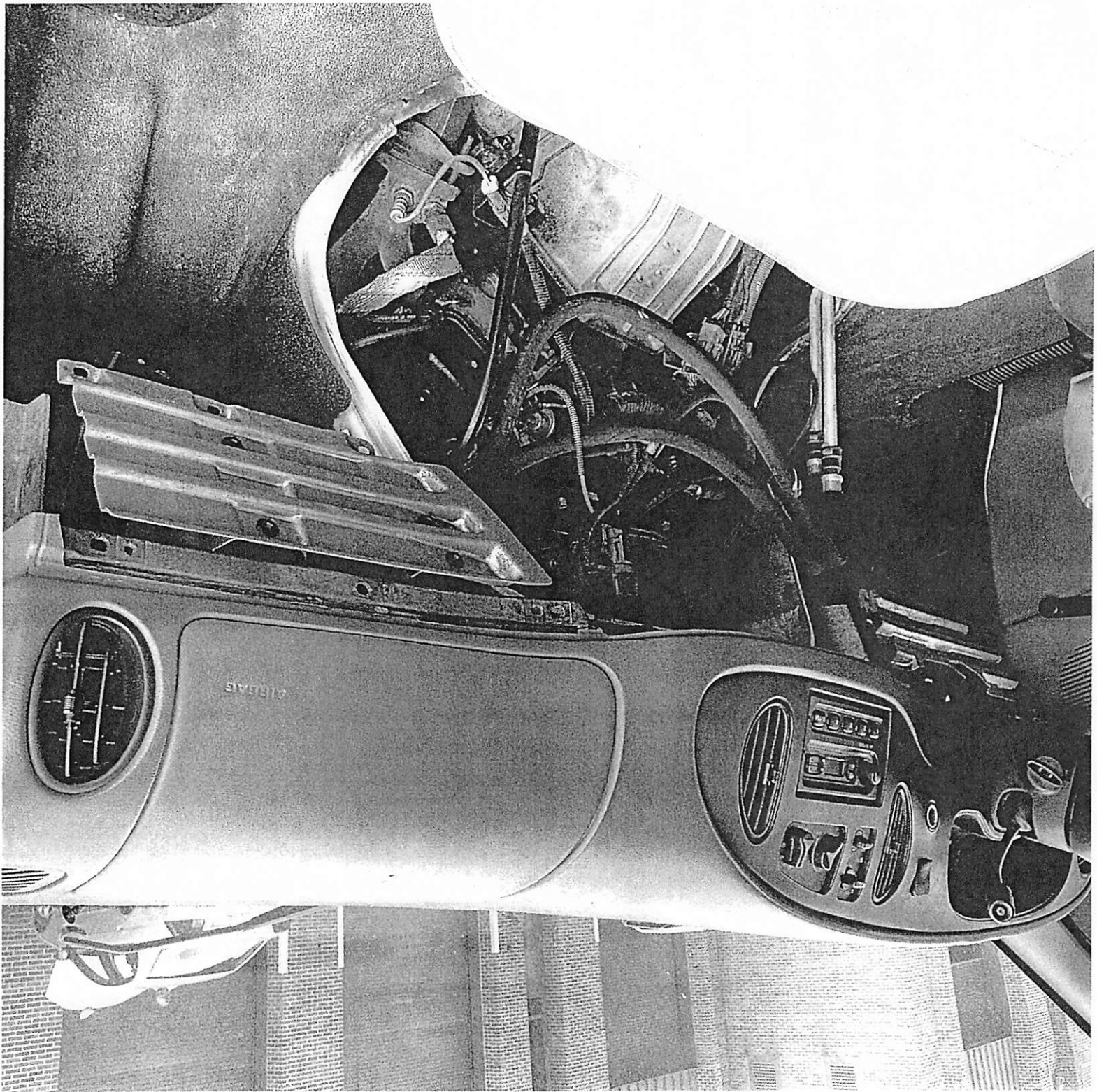


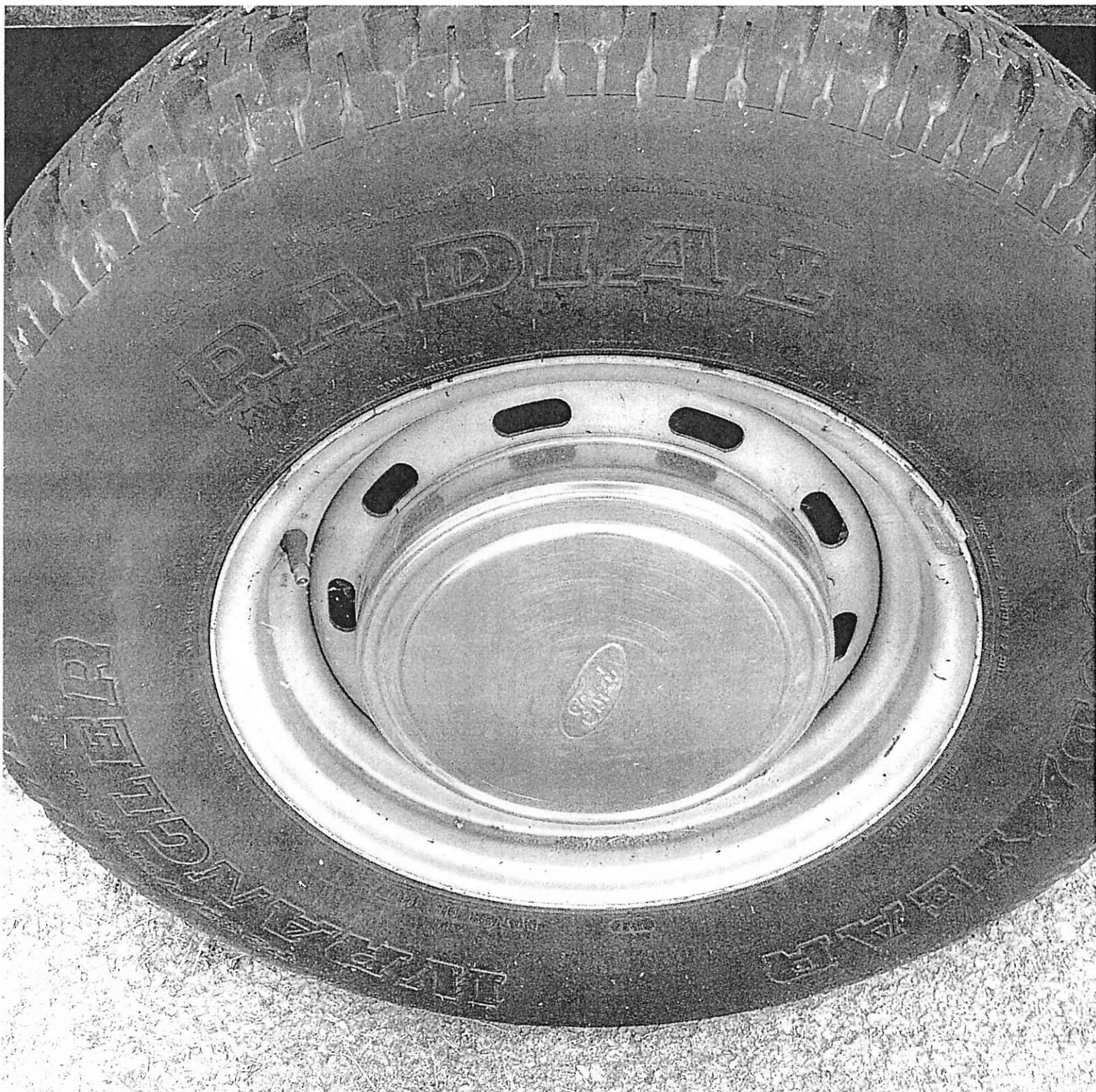




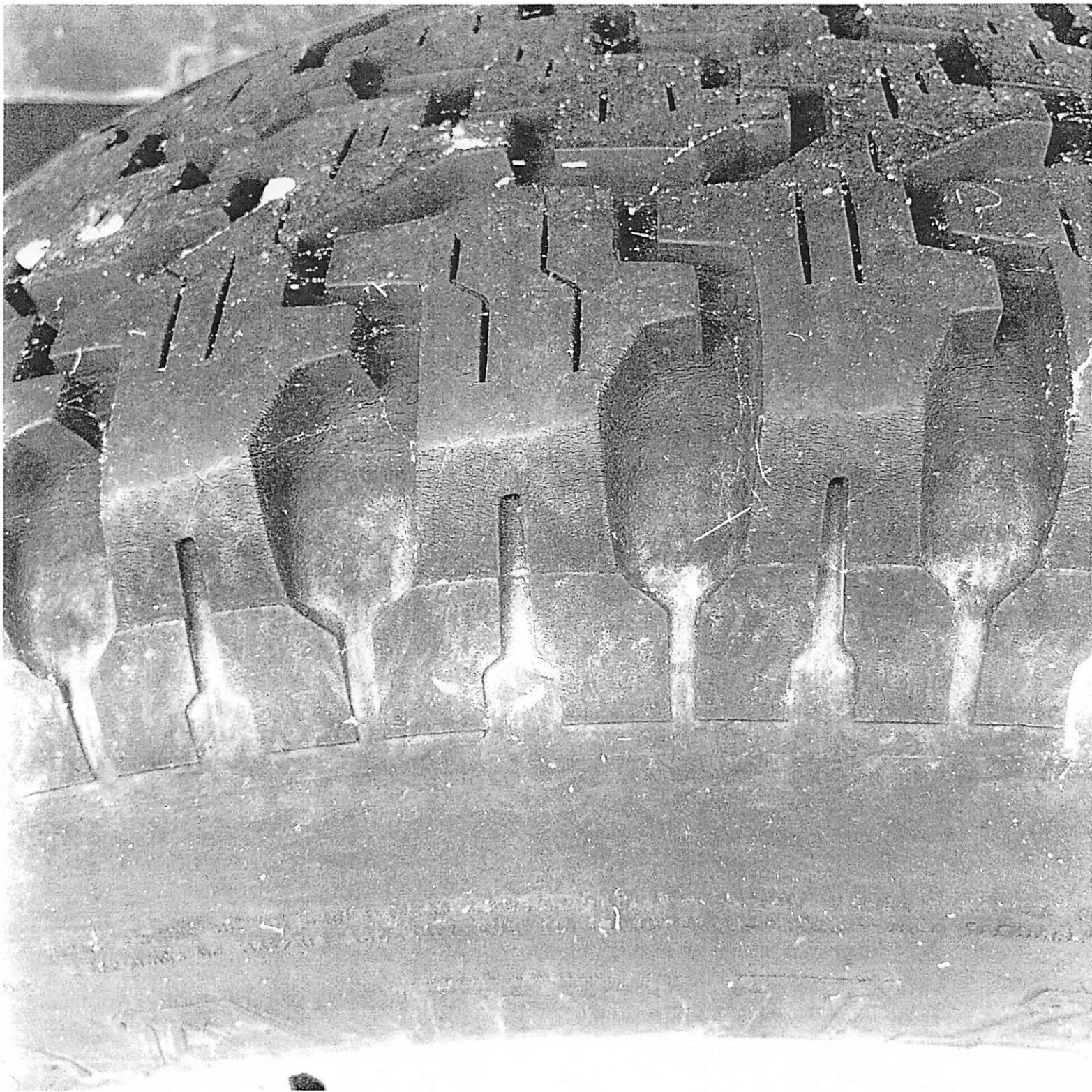


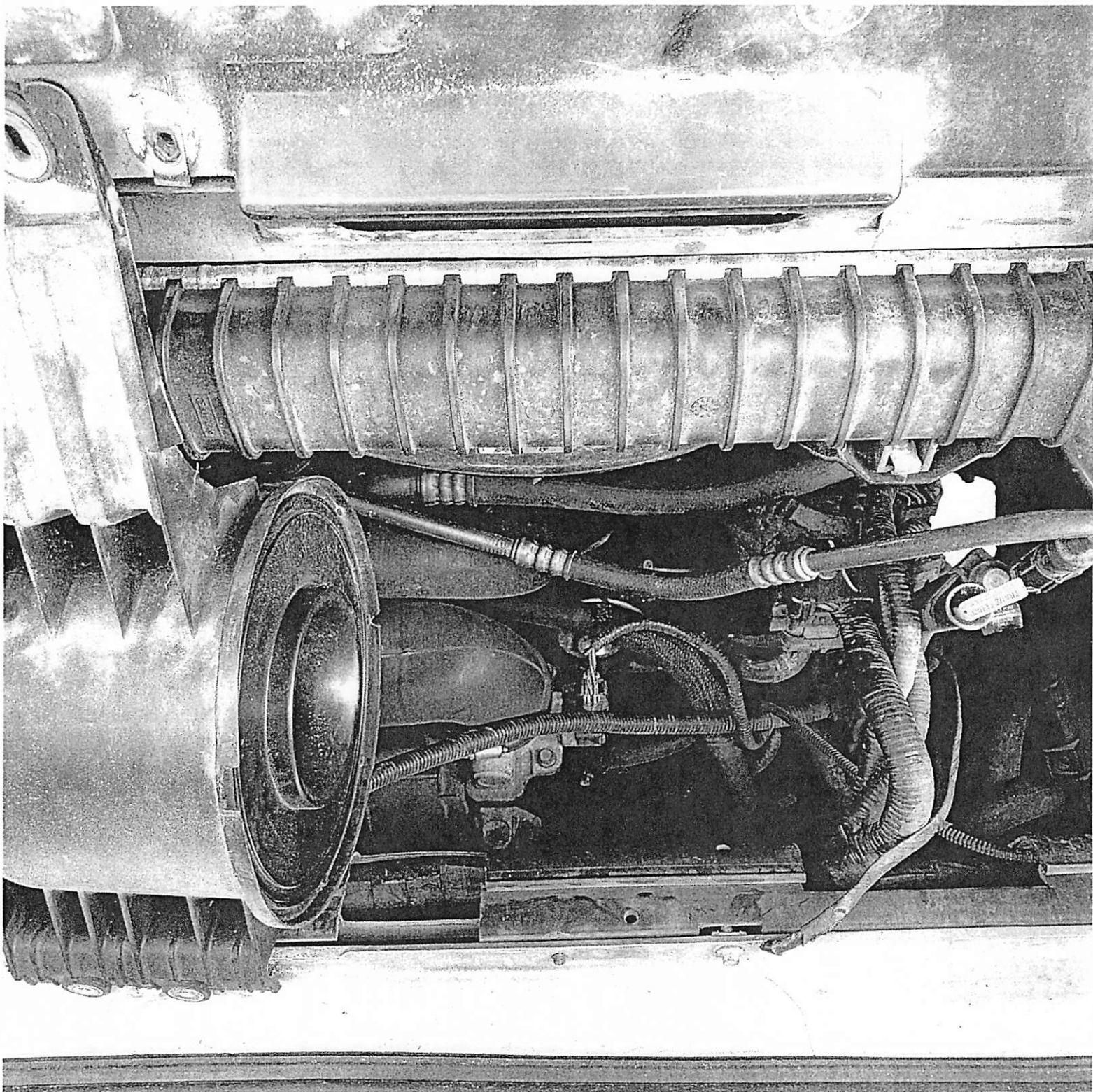




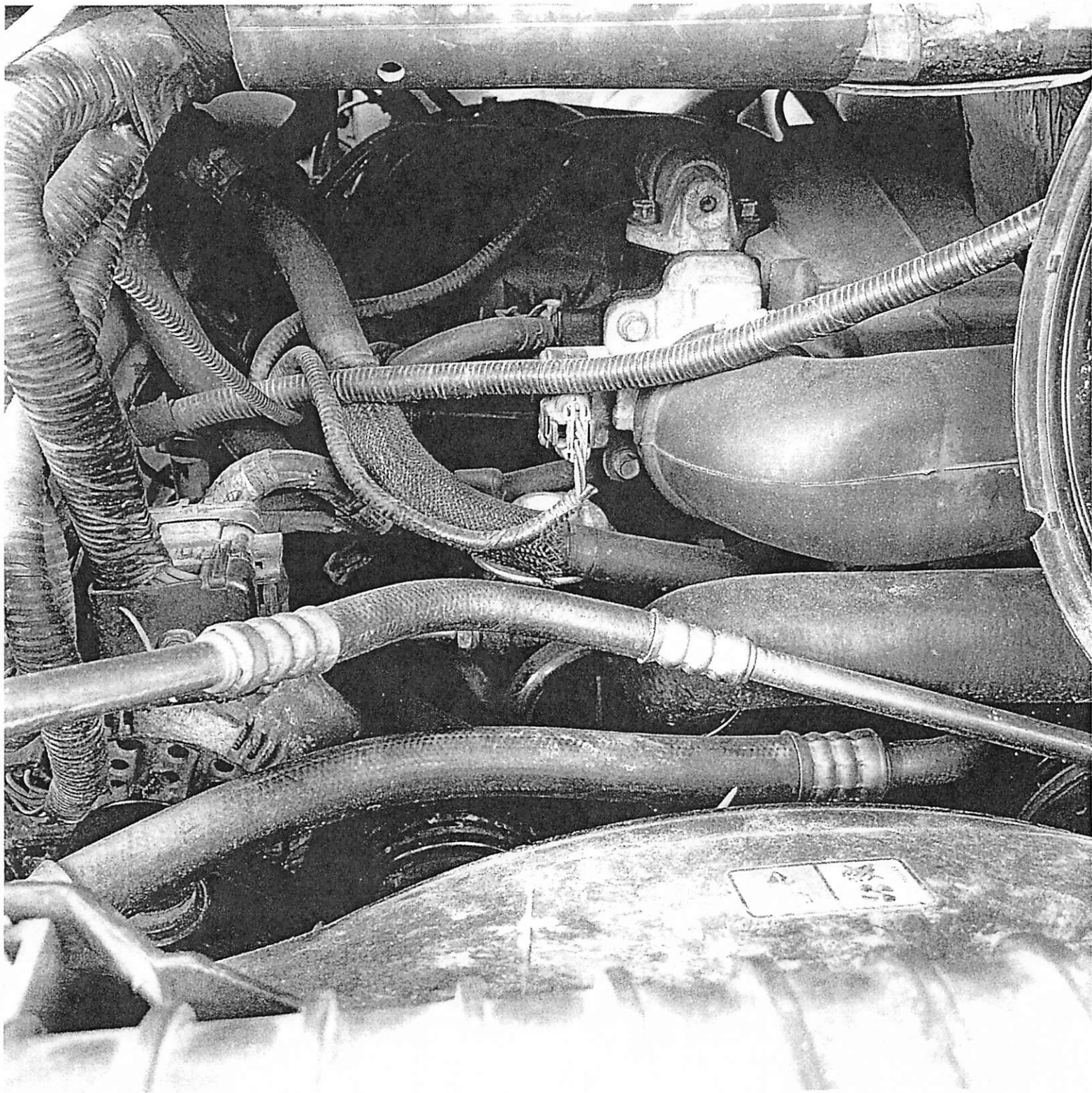


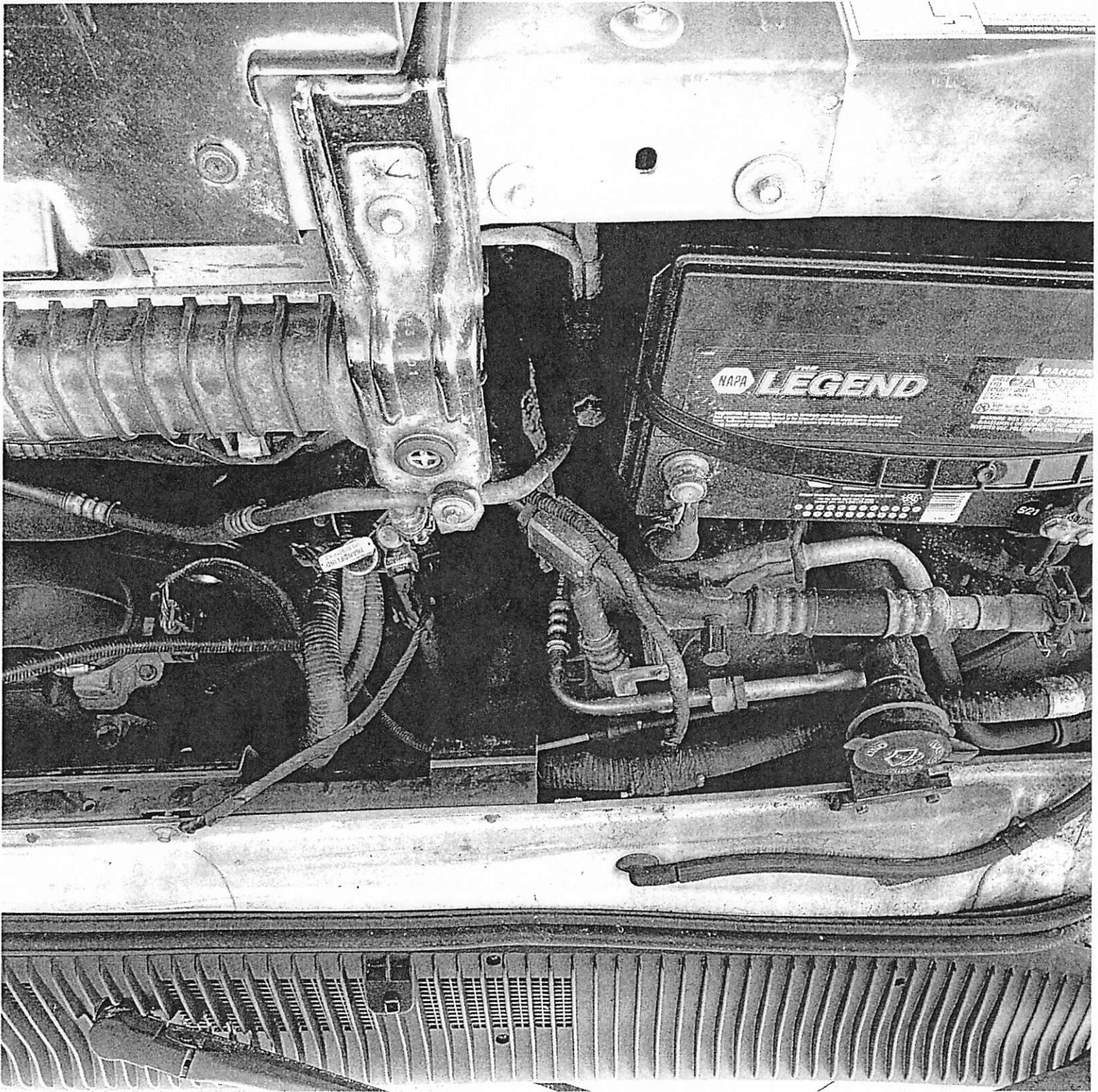












# Anderson County Motor Pool

Date Printed 06/06/2022

## Vehicle Maintenance History Report

VIN:	1FMRE11262HA21059	Department:	SPECIAL EDUCATION
Registration:	GU5777	Permit #:	
Manufacture Date:		Unit #:	
Make/Model:	FORD, E-150	Date Added:	
Color:		Mileage When Added:	
Year:	2002		

Notes:

Date	Cost	Hrs	Mileage
------	------	-----	---------

08/29/2013	\$1,200.00	0	145,000
HAD TRANSMISSION REBUILT (MARSHALL)			

08/12/2013	\$85.00	1.0	XXX,XXX
TOWED TO MARSHALL'S TRANSMISSION			

11/29/2012	\$10.00	0.5	144,830
REPAIRED PASSENGER SIDE FRONT TIRE			

08/23/2012	\$45.00	1.0	000000
A-1 ALIGNMENT			

07/13/2012	\$413.26	6	144,558
REPLACED UPPER & LOWER BALL JOINTS, F & R SHOCKS, BRAKE PADS F, OILS SERVICE			

05/24/2011	\$101.00	2.5	141,198
REPLACED HEATER TUBES AND HOSE			

**Anderson County Special Education**

**2002 Ford Truck E150 1/2 Ton Econoline - Van 4.2 L 256** Vin# 1FMRE11262HA21059 License# GU5777  
**CID V6**

<u>Fleet#</u>	<u>Fleet Vehicle#</u>	<u>Driver</u>					
<u>Original Date</u>	<u>Type</u>	<u>RO#-Shop</u>	<u>Reference</u>	<u>Total</u>	<u>Invoice Date</u>	<u>Odo In</u>	<u>Odo Out</u>
8/23/2018	Invoice	6206-1		\$133.18	8/24/2018	152993	152993

**Labor**

<u>Item</u>	<u>Category</u>	<u>Tech</u>	<u>Description</u>
ProDemand		AS	SERPENTINE BELT TENSIONER Remove & Replace
LABOR		AS	MISC. LABOR PULLED PULLY FOREWORD, BEACUSE IT WAS TOO FAR BACK CAUSING THE BELT TO SLIP OFF TRACK & SHRED.

**Parts/Tires/Wheels/Charges**

<u>Mfg</u>	<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Qty</u>	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u>
-	6K1025	SERPENTINE BELT		1			Part

**Sublet**

<u>Item</u>	<u>Description</u>		<u>Category</u>	<u>Notes</u>			
<u>Original Date</u>	<u>Type</u>	<u>RO#-Shop</u>	<u>Reference</u>	<u>Total</u>	<u>Invoice Date</u>	<u>Odo In</u>	<u>Odo Out</u>
8/14/2018	Invoice	6144-1		\$61.02	8/14/2018	152976	152976

**Labor**

<u>Item</u>	<u>Category</u>	<u>Tech</u>	<u>Description</u>
ProDemand		JV	ALTERNATOR DRIVE BELT Remove & Replace

**Parts/Tires/Wheels/Charges**

<u>Mfg</u>	<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Qty</u>	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u>
-	6PK2605	SERPENTINE BELT		1			Part

**Sublet**

<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Notes</u>
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<u>Original Date</u>	<u>Type</u>	<u>RO#-Shop</u>	<u>Reference</u>	<u>Total</u>	<u>Invoice Date</u>	<u>Odo In</u>	<u>Odo Out</u>
7/12/2018	Invoice	6008-1		\$249.71	7/12/2018	152962	152962

**Labor**

<u>Item</u>	<u>Category</u>	<u>Tech</u>	<u>Description</u>
YEARLY		JT	YEARLY INSPECTION
ProDemand		JT	DIFFERENTIAL PINION SEAL Remove & Replace

**Parts/Tires/Wheels/Charges**

<u>Mfg</u>	<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Qty</u>	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u>
-	MGA46418	AIR FILTER		1			Part
-	3604	PINION SEAL		1			Part
-	19220	WIPER BLADES		2			Part

**Sublet**

<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Notes</u>				
<u>Original Date</u>	<u>Type</u>	<u>RO#-Shop</u>	<u>Reference</u>	<u>Total</u>	<u>Invoice Date</u>	<u>Odo In</u>	<u>Odo Out</u>
5/9/2018	Invoice	5788-1		\$75.43	5/9/2018	152888	152888

**Labor**

<u>Item</u>	<u>Category</u>	<u>Tech</u>	<u>Description</u>
PRODEMAND		JT	SERPENTINE BELT TENSIONER Remove & Replace

**Parts/Tires/Wheels/Charges**

<u>Mfg</u>	<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Qty</u>	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u>
-	6K1025	SERPENTINE BELT		1			Part

**Sublet**

<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Notes</u>
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<u>Original Date</u>	<u>Type</u>	<u>RO#-Shop</u>	<u>Reference</u>	<u>Total</u>	<u>Invoice Date</u>	<u>Odo In</u>	<u>Odo Out</u>
1/2/2018	Invoice	5303-1		\$479.67	1/4/2018	151091	151091

**Labor**

<u>Item</u>	<u>Category</u>	<u>Tech</u>	<u>Description</u>
ProDemand		JT	INTAKE MANIFOLD GASKET Remove & Replace

**Parts/Tires/Wheels/Charges**

<u>Mfg</u>	<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Qty</u>	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u>
THM	1107	Thermostat Housing Seal		1			Part
FPG	35390T	Water Outlet Gasket		1			Part
THM	SS1956527	Thermostat SAFE-T-STAT		1			Part
-	22314	RADIATOR HOSE UPPER		1			Part
-	MS98011T3	INTAKE MANIFOLD GASKET SET		1			Part
-	2390	THERMOSTAT SEAL		1			Part

**Sublet**

<u>Item</u>	<u>Description</u>		<u>Category</u>	<u>Notes</u>			
<u>Orginal Date</u>	<u>Type</u>	<u>RO#-Shop</u>	<u>Reference</u>	<u>Total</u>	<u>Invoice Date</u>	<u>Odo In</u>	<u>Odo Out</u>
10/23/2017	Invoice	5011-1		\$77.03	10/24/2017	150123	150123

**Labor**

<u>Item</u>	<u>Category</u>	<u>Tech</u>	<u>Description</u>
DIAGSCAN	DIAGNOSTIC	JT	SCAN AND DIAGNOSE VEHICLE CONNECT COMPUTERIZED ENGINE SYSTEM ANALYZER TO RETRIEVE AND RESET TROUBLE CODES. INCLUDES 1/2 HOUR OF DIAGNOSTIC TIME. ADDITIONAL TIME BILLED ON PER HOUR BASIS.

**Parts/Tires/Wheels/Charges**

<u>Mfg</u>	<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Qty</u>	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u>
-	NOTE	jake drove van around and could not find anything wrong with the transmission		1			Note
-	76837	HVAC HEATER CONTROL KNOB		1			Part

**Sublet**

<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Notes</u>
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<u>Original Date</u>	<u>Type</u>	<u>RO#-Shop</u>	<u>Reference</u>	<u>Total</u>	<u>Invoice Date</u>	<u>Odo In</u>	<u>Odo Out</u>
9/1/2017	Invoice	4819-1		\$146.06	9/1/2017	149557	149557

**Labor**

<u>Item</u>	<u>Category</u>	<u>Tech</u>	<u>Description</u>
ProDemand		JT	EGR VALVE Remove & Replace

DIAGSCAN	DIAGNOSTIC	KC	SCAN AND DIAGNOSE VEHICLE P0455 Evaporative Emission Control System Gross Leak Detected P0401 Insufficient Exhaust Gas Recirculation Flow Detected
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**Parts/Tires/Wheels/Charges**

<u>Mfg</u>	<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Qty</u>	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u>
-	EGR1321P	EGR VALVE		1			Part

**Sublet**

<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Notes</u>
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<u>Original Date</u>	<u>Type</u>	<u>RO#-Shop</u>	<u>Reference</u>	<u>Total</u>	<u>Invoice Date</u>	<u>Odo In</u>	<u>Odo Out</u>
6/27/2017	Invoice	4576-1		\$16.80	7/6/2017	194412	194412

**Labor**

<u>Item</u>	<u>Category</u>	<u>Tech</u>	<u>Description</u>
TIREMOUNT	TIRE	AS	MOUNT AND BALANCE TIRE

**Parts/Tires/Wheels/Charges**

<u>Mfg</u>	<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Qty</u>	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u>
-	2357515	TIRES		2			Part

**Sublet**

<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Notes</u>
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<u>Original Date</u>	<u>Type</u>	<u>RO#-Shop</u>	<u>Reference</u>	<u>Total</u>	<u>Invoice Date</u>	<u>Odo In</u>	<u>Odo Out</u>
6/6/2017	Invoice	4531-1		\$52.50	6/14/2017	0	0

**Labor**

<u>Item</u>	<u>Category</u>	<u>Tech</u>	<u>Description</u>
LABOR		KC	MISC. LABOR WAS SENT TO A1 FOR FRONT END ALIGNMENT, SAID IT NEEDS REAR TIRES

**Parts/Tires/Wheels/Charges**

<u>Mfg</u>	<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Qty</u>	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u>
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**Sublet**

<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Notes</u>
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<u>Original Date</u>	<u>Type</u>	<u>RO#-Shop</u>	<u>Reference</u>	<u>Total</u>	<u>Invoice Date</u>	<u>Odo In</u>	<u>Odo Out</u>
6/5/2017	Invoice	4511-1		\$43.83	6/5/2017	149388	149388

**Labor**

<u>Item</u>	<u>Category</u>	<u>Tech</u>	<u>Description</u>
TIREMOUNT	TIRE	TD	MOUNT AND BALANCE TIRE
LOFSYN	PREVENTATIVE	TD	LUBE, OIL, AND FILTER CHANGE SYNTHETIC DRAIN AND REFILL CRANKCASE WITH PREMIUM SYNTHETIC MOTOR OIL, REPLACE OIL FILTER. LUBRICATE CHASSIS WHERE APPLICABLE. INSPECT AIR AND CABIN FILTER , TOP OFF ALL FLUID LEVELS AND APPLY REMINDER STICKER

**Parts/Tires/Wheels/Charges**

<u>Mfg</u>	<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Qty</u>	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u>
-	5W30BULK	5W30 SYN BLEND MOTOR OIL		6			Part
-	1516	oil filter		1			Part
-	2357515	TIRES		2			Part

**Sublet**

<u>Item</u>	<u>Description</u>		<u>Category</u>	<u>Notes</u>			
<u>Original Date</u>	<u>Type</u>	<u>RO#-Shop</u>	<u>Reference</u>	<u>Total</u>	<u>Invoice Date</u>	<u>Odo In</u>	<u>Odo Out</u>
1/30/2017	Invoice	4072-1		\$182.60	1/30/2017	148358	148358

**Labor**

<u>Item</u>	<u>Category</u>	<u>Tech</u>	<u>Description</u>
ProDemand		JT	SERPENTINE BELT TENSIONER Remove & Replace
DIAGSCAN	DIAGNOSTIC	JT	SCAN AND DIAGNOSE VEHICLE GIVING LAAN CODES

**Parts/Tires/Wheels/Charges**

<u>Mfg</u>	<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Qty</u>	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u>
-	6K1025	SERPENTINE BELT		1			Part
-	38138	TENSIONER		1			Part

**Sublet**

<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Notes</u>
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<u>Original Date</u>	<u>Type</u>	<u>RO#-Shop</u>	<u>Reference</u>	<u>Total</u>	<u>Invoice Date</u>	<u>Odo In</u>	<u>Odo Out</u>
5/7/2015	Invoice	1999-1		\$36.83	5/7/2015	146648	146648

**Labor**

<u>Item</u>	<u>Category</u>	<u>Tech</u>	<u>Description</u>
WIPERS	PREVENTATIVE	JV	R&R WINDSHIELD WIPERS REPLACE WINDSHIELD WIPER BLADES OR REFILLS

**Parts/Tires/Wheels/Charges**

<u>Mfg</u>	<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Qty</u>	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u>
-	19220	WIPER BLADES		2			Part

**Sublet**

<u>Item</u>	<u>Description</u>		<u>Category</u>	<u>Notes</u>			
<u>Orginal Date</u>	<u>Type</u>	<u>RO#-Shop</u>	<u>Reference</u>	<u>Total</u>	<u>Invoice Date</u>	<u>Odo In</u>	<u>Odo Out</u>
4/27/2015	Invoice	1960-1		\$310.20	4/29/2015	146637	146637

**Labor**

<u>Item</u>	<u>Category</u>	<u>Tech</u>	<u>Description</u>
GUIDE		TD	POWER STEERING PUMP - R&R
GUIDE		TD	POWER STEERING PUMP PULLEY - R&R
GUIDE		TD	ALTERNATOR DRIVE BELT - R&R Includes: Serpentine and V-belt type.

**Parts/Tires/Wheels/Charges**

<u>Mfg</u>	<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Qty</u>	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u>
NSP	81834	P/S Pump w/o Reservoir - Remfd		1			Part
-	CORE	Core Charge		1			Charge
-	CORECREDIT	Core Credit		1			Charge
-	6K1025	SERPENTINE BELT		1			Part
-	SERVICECALL	SERVICE CALL		1			Part
-	4800	BRAKE CLEANER		2			Part
-	73089	POWER STEERING PULLEY		1			Part

**Sublet**

<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Notes</u>
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<u>Original Date</u>	<u>Type</u>	<u>RO#-Shop</u>	<u>Reference</u>	<u>Total</u>	<u>Invoice Date</u>	<u>Odo In</u>	<u>Odo Out</u>
3/26/2015	Invoice	1843-1		\$52.50	3/30/2015	146585	146585

**Labor**

<u>Item</u>	<u>Category</u>	<u>Tech</u>	<u>Description</u>
DIAGLABOR	DIAGNOSTIC	AS	DIAGNOSTIC LABOR SCANNED VEHICLE HAD THREE CODES ONE EGR P0171 P0174 CLEARED CODES TO SEE IF THEY WOULD RETURN

**Parts/Tires/Wheels/Charges**

<u>Mfg</u>	<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Qty</u>	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u>
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**Sublet**

<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Notes</u>				
<u>Original Date</u>	<u>Type</u>	<u>RO#-Shop</u>	<u>Reference</u>	<u>Total</u>	<u>Invoice Date</u>	<u>Odo In</u>	<u>Odo Out</u>
7/28/2014	Invoice	961-1		\$186.38	7/28/2014	0	0

**Labor**

<u>Item</u>	<u>Category</u>	<u>Tech</u>	<u>Description</u>
LABOR			MISC. LABOR INSTALLED WINDSHIELD

**Parts/Tires/Wheels/Charges**

<u>Mfg</u>	<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Qty</u>	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u>
-	DW1504	WINDSHIELD		1			Part

**Sublet**

<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Notes</u>				
<u>Original Date</u>	<u>Type</u>	<u>RO#-Shop</u>	<u>Reference</u>	<u>Total</u>	<u>Invoice Date</u>	<u>Odo In</u>	<u>Odo Out</u>
5/30/2014	Invoice	768-1		\$57.75	5/30/2014	146078	146084

**Labor**

<u>Item</u>	<u>Category</u>	<u>Tech</u>	<u>Description</u>
INSPECTION	VISION/SAFETY	AS	STATE INSPECTION REMOVE ALL WHEELS AND INSPECT TIRES, BRAKES, STEERING AND SUSPENSION COMPONENTS. EXAMINE BELTS AND HOSES FOR WEAR. TEST LIGHTS, WINDSHIELD WIPERS AND WASHER SYSTEM. TOP OFF ALL FLUIDS AND ADJUST TIRE PRESSURE.

**Parts/Tires/Wheels/Charges**

<u>Mfg</u>	<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Qty</u>	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u>
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**Sublet**

<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Notes</u>
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<u>Original Date</u>	<u>Type</u>	<u>RO#-Shop</u>	<u>Reference</u>	<u>Total</u>	<u>Invoice Date</u>	<u>Odo In</u>	<u>Odo Out</u>
5/16/2014	Invoice	707-1		\$137.84	5/19/2014	146074	146074

**Labor**

<u>Item</u>	<u>Category</u>	<u>Tech</u>	<u>Description</u>
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**Parts/Tires/Wheels/Charges**

<u>Mfg</u>	<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Qty</u>	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u>
-	BXT65850	MOTORCRAFT BATTERY		1			Part
-	7000	BATTERY TERNMIAL		1			Part

**Sublet**

<u>Item</u>	<u>Description</u>	<u>Category</u>	<u>Notes</u>
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# The Necessary Steps to Relocate Anderson County Tourism Council to New Facility

Step One-Tourism	<p><b>Sale Anderson County Welcome Center-Purchasing Committee</b></p> <ul style="list-style-type: none"> <li>➤ Anderson County Commission approves surplusing the Anderson County Welcome Center.</li> <li>➤ Anderson County Commission establishes a minimum bid of \$600,000 for the Anderson County Welcome Center. The original cost of land and building was approximately \$300,000.</li> <li>➤ Anderson County Commission authorizes the purchasing department to proceed to auction for the Anderson County Welcome Center and reserves proceeds of the sale to purchase the new facilities.</li> </ul>
Step Two-Chamber	<p><b>Construction of New Facility</b></p> <ul style="list-style-type: none"> <li>➤ Anderson County Chamber of Commerce (Chamber) closes on property located at 398 Main Street, Clinton on May 31, 2022.</li> <li>➤ The Chamber contracts with MBI to produce building plans for a facility that will provide a minimum of 3,000 square feet for the Anderson County Tourism Council (Tourism). The space will consist of a lobby with public ADA compliant restrooms (600sqft), offices (totaling 800sqft), private bathrooms (200sqft), a kitchen area (200sqft), two separate meeting spaces (totaling 900sqft), storage and electrical room (300sqft). Please note that the individual square footage numbers are approximate numbers. The final plans may reflect different but comparable numbers. This process could take 90 to 120 days.</li> <li>➤ The Chamber and Tourism presents final plans to respective boards and County Commission.</li> <li>➤ The Chamber present plans to the City of Clinton Planning Commission. Please note that the zoning does allow for zero lot line/condominium facilities.</li> <li>➤ The Chamber constructs the facility.</li> </ul>
Step Three-Tourism	<p><b>Relocation to New Facility</b></p> <ul style="list-style-type: none"> <li>➤ Tourism purchases the agreed to square footage from the Chamber resulting in a deed with a zero lot line that includes Tourism's portion of the building and adjacent parking.</li> <li>➤ The Chamber and Tourism enters into a MOU concerning the indoor and outdoor common space which will include entry, elevator, stairwell, common meeting space, ingress and egress and exterior maintenance for the parking area and landscaping. Please note that Tourism will be responsible for expenses associated with their portion of the facility which would include utilities, data, cleaning, maintenance, insurance, etc. The two sections of the building will have separate utility meters. The contract will be created with and reviewed by the Anderson County Law Director and Purchasing Department.</li> </ul>



## Board of Directors Meeting-January 12, 2022

**Location:** Green McAdoo Cultural Center

**Call to Order:** Meeting was called to order by Maria Hooks, Chairperson

**Members Present:** Maria Hooks, Brent Galloway, Chris Folck, Tim Isbel, Rick Meredith, Michael Foster, John Meyer, Beth Hickman, Art Miller, Veronica Greer, Jason Brown, Christine Michaels and Stephanie Wells

**Members Absent:** Amanda Bridges, Chris Mitchell, Terry Frank, Cathy Taylor, Robert McKamey, Katy Watt, Lisa Shirey and Omer Cox

**Guest Present:** Adam Velk, Director at Green McAdoo Cultural Center

**Approval of Minutes:** A motion was made by Art Miller and seconded by Michael Foster to approve the September 2021 meeting minutes. Motion passed.

**Financial Report:** A motion was made by Michael Foster and seconded by Brent Galloway to approve the FY 2022 Quarterly Financial Reports. Motion passed. Report attached.

### Old Business/New Business

- A motion was made by Brent Galloway and seconded by Art Miller to approve the FY 2023 budget as amended. Motion passed. Amended budget attached.
  - An amendment motion was made by Brent Galloway and seconded by Beth Hickman to adjust the director's salary from \$59,702 to \$65,000 and increase the budget to reflect said salary and associated benefits, which would not negate the director's eligibility to receive any cost of living raises in addition to the salary adjustment that are approved by County Commission for county employees. Motion passed.
- A motion was made by Michael Foster and seconded by Veronica Greer to increase the Hotel/Motel tax revenues by \$100,000 to but expended on additional marketing efforts. The \$100,000 increase in revenue is already reflected in the actual revenues. This budget amendment would allow the tourism council staff to perform additional marketing in this current budget cycle. Motion passed.
- A motion was made by Tim Isbel and seconded by Brent Galloway to seek permission from Anderson County Commission to sell the Anderson County Welcome Center through the bid process, obtain an appraisal to determine a minimum price, reserve the proceeds from the sale and work with the Anderson County Chamber of Commerce and Anderson County Economic Development Association to purchase property and build a new facility. Motion passed. Stephanie Wells and Rick Meredith will present the proposal to County Commission at their regularly scheduled meeting in January during the public presentation portion of the agenda then follow up with commission at the Operations meeting in February.

### Executive's Report, given by Stephanie Wells

- Wells presented the Annual Website Visitation and Social Media Report. The AdventureAnderson.com website had 123,512 visitors that visited 250,345 pages, which is 2.01 pages per session. The annual website visitation is down 3.36% from 2020 but was up 9.89% from 2019, which is due to the creation of a new website and the interest in regional travel during COVID in 2020. The Adventure Anderson Facebook page has 18,155 total

**Z GOVERNMENTAL GRANT CONTRACT**

(cost reimbursement Z Governmental Grant Contract with an individual, business, non-profit, or governmental entity of another state)

**Mental Health &  
Substance Abuse Services**

This is a Z Grant Contract under a Delegated Grant Authority (DGA). Z Grant Contracts are fully executed when signed by both parties. Z Grant Contracts do not get Edison ID numbers, but each is assigned a number that uses the DGA number followed by the time period and a sequential number based on the total number of Z Grant Contracts and Z Governmental Z Grant Contracts under the DGA.

<b>Begin Date</b> July 1, 2022	<b>End Date</b> December 31, 2024	<b>Z Governmental Grant Contract Number</b> DGA 74161_2022-2023_001			
<b>Grantee Legal Entity Name</b> Anderson County Government, Trustee					<b>Edison Vendor ID</b> 4143
<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		<b>CFDA #</b> N/A			
		<b>Grantee's Fiscal Year End</b> June 30			
<b>Service Caption (one line only)</b> Safe Baby Courts					
<b>Funding:</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Z Governmental Grant Contract Amount</b>
2023			\$100,000.00		\$100,000.00
2024			\$100,000.00		\$100,000.00
2025			\$50,000.00		\$50,000.00
<b>TOTAL:</b>			<b>\$250,000.00</b>		<b>\$250,000.00</b>
<b>Grantee Selection Process Summary:</b>					
<input checked="" type="checkbox"/> Competitive Selection		Described in Delegated Authority.			
<input type="checkbox"/> Non-Competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<b>INTERNAL USE</b>	
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b>			

**Z GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES  
AND  
ANDERSON COUNTY GOVERNMENT, TRUSTEE**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Mental Health and Substance Abuse Services, hereinafter referred to as the "State" or the "Grantor State Agency" and Anderson County Government, Trustee, hereinafter referred to as the "Grantee," is for the provision of the Safe Baby Courts program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4143

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Services and supports under this Contract shall be delivered in a manner that promotes resiliency, recovery, and independence for individuals and families served. The Division of Mental Health Services prioritizes key values critical to serving Tennesseans with behavioral health needs including programs and practices focused on promotion, intervention, and recovery support services which:
- Encourage co-occurring competent and co-occurring friendly programs;
  - Support culturally responsive and linguistically competent services;
  - Uphold System of Care core values and principles;
  - Aim to prevent and mitigate the impact of adverse childhood experiences (ACEs);
  - Promote trauma informed approaches; and
  - Prioritize evidence-based and/or evidence-informed services resulting in strong outcomes.
- A.3. Grantee shall employ a Safe Baby Court Coordinator, and/or Safe Baby Court Magistrate, and/or other essential persons ("Staff") to develop and implement an evidenced-based specialized infant and toddler court. Staff shall provide professional and judicial oversight and comply with standards of operation, procedures and protocol established by the Tennessee Department of Children's Services (DCS).
- a. Prior to the provision of any services for this Grant Contract, all Grantee personnel performing work under this Grant Contract shall provide fingerprint samples to effect a criminal history records check conducted by the Tennessee Bureau of Investigation. Fingerprints may only be submitted at DCS approved sites where they can be processed electronically. The Grantee shall be responsible for the payment of all fee(s) for Grantee personnel providing their fingerprint samples and submitting to a criminal history review.
- A.4. The Grantee shall develop and implement an evidenced-based specialized infant and toddler court, with the Juvenile Court Judge. The "Safe Baby Court (SBC)" model shall serve children zero through thirty-six (0-36) months of age and their families. The SBC shall carry the same powers as the Juvenile Court that created it. Goals of the SBC team include:
- a. Provide more frequent professional and judicial oversight;
  - b. Monitor the family's progress; and,

- c. Identify a Safe Baby Court Coordinator to provide community outreach and engage provider services for infants, young children and adult mental health and substance abuse services, coordinate and facilitate monthly team meetings, perform administrative functions to implement and maintain the project and assist with identifying and coordinating training opportunities.
- A.5. The Grantee shall implement the SBC with children at risk of DCS custody or in DCS custody, by giving specialized attention to these children and their families to:
- a. Reduce time to permanency of children by surrounding at-risk families with support services;
  - b. Reduce incidences of repeat maltreatment among children;
  - c. Reduce the long-term and short-term effects of traumatic experiences occurring on a child's brain development;
  - d. Promote public safety through these reductions;
  - e. Increase the personal, familial, and societal accountability of families; and,
  - f. Promote effective interaction and the use of resources among public and private, state, and local agencies for:
    - 1. Child and family;
    - 2. Mental health; and,
    - 3. Community services.
- A.6. The Grantee, on a quarterly basis, shall provide data in support of the reporting requirements established by Tenn. Code Ann. 37-1-901 et. seq. to the Administrative Office of the Courts.
- A.7. Monitoring: The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury or their duly appointed representatives. The Grantor interprets this section as a requirement for Grantee to be in compliance with State of Tennessee's monitoring requirements that exist outside of individual agency requirements.
- A.8. Annual spending under this grant contract will be restricted by the term denoted on each annual grant budget. The maximum annual expenditure amount for each year of this contract will be determined by the annual grant budget. Unspent funds will not carry forward to the next year of the grant.
- A.9. American with Disabilities Act. The Grantee must comply with the American with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.
- B. TERM OF CONTRACT:



- B.1. This Grant Contract shall be effective for the period beginning on July 1, 2022 ("Effective Date") and ending on December 31, 2024, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed twelve (12) months beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.
- C. **PAYMENT TERMS AND CONDITIONS:**
- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One (1) is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Mental Health and Substance Abuse Services  
ATTN: Fiscal Services  
Andrew Jackson Building, 6th Floor  
500 Deaderick Street  
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Mental Health and Substance Abuse Services, Division of Mental Health Services.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.

- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
  - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
  - ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.

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

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit quarterly grant disbursement reports within thirty (30) days following September 30, December 31, March 31, and a final invoice and grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and,

depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Elizabeth Setty Reeve, Director of Juvenile Justice Programming  
Office of Juvenile Justice Programming.  
Department of Mental Health and Substance Abuse Services  
Andrew Jackson Building, 5th Floor  
500 Deaderick Street  
Nashville, TN 37243  
elizabeth.reeve@tn.gov  
Telephone (615) 253-8401

The Grantee:

Jay Yeager, Anderson County Law Director  
Tracy Spitzer  
Anderson County Trustee, Anderson County Juvenile Court  
101 S. Main Street, Ste 310  
Clinton, TN 37716  
Email Address: jyeager@aclawdirector.com; tspitzer@andersoncourts.org  
Telephone 865-457-6290

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other



classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee, Department of Mental Health and Substance Abuse Services." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any

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

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

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two [2].

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

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

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

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

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

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

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

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under

penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E. **SPECIAL TERMS AND CONDITIONS:**

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

E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).



- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.5. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.6. Rule 2 Compliance. The State and the Grantee shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 *et seq.*
- a. The Grantee warrants to the State that it is familiar with the requirements of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations, and will comply with all applicable requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations, in the course of performance of the Grant Contract so that both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and that are reasonably necessary to keep the State and the Grantee in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, or if Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.7. Additional Subcontracting Requirements. If subcontracts are approved by the State, they shall contain, in addition to those sections identified in D.5., sections on "Licensure", "Environmental Tobacco Smoke", "Confidentiality of Records", "HIPAA Compliance", and "Rule 2 Compliance" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- E.8. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:
- a. Provide name and contact information of Grantee's Title VI Coordinator to State.

- b. Ensure Policies and Procedures Manual contains a Title VI section with information on:  
(a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals;  
(e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP)  
procedure; and (g) Retaliation.
- c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually  
thereafter. Training documentation shall be made available upon request of State, and  
include: 1) dates and duration of each training; 2) list of staff completing training on each  
date.
- d. Annually complete and submit a Title VI self-survey as supplied by State.
- e. Implement a process and provide documentation to ensure service recipients are  
informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at: <https://www.tn.gov/behavioral-health/for-providers/training/crisis-services-and-suicide-prevention-training/title-vi-.html>

E.9. Suspension of Payment.

- a. The State may suspend payment under this Grant Contract on the following grounds:
  - i. Grantee's failure to comply with the terms of Section A of this Grant Contract.
  - ii. More than one instance, after written notice, of Grantee's failure to address reportable findings in a Monitoring Report issued by the State.
  - iii. Grantee's failure to comply with any terms of this Grant Contract, which the State determines is detrimental to the welfare or best interests of Grantee's service recipients.
- b. The State will provide written notice to Grantee for the suspension of payments under this Grant Contract. The State may suspend payment pending resolution of an investigation or until Grantee corrects a finding of non-compliance with the terms of this Grant Contract. Suspension of payments shall not exceed two hundred and forty (240) days. Failure to comply with the terms of this Grant Contract or correct the State's finding of non-compliance within two hundred and forty (240) days entitles the State to exercise any right at law or in equity, including without limitation, termination of this Grant Contract.

E.10. kidcentraltn.com. If goods or services provided under this Grant Contract are appropriate for inclusion in the State services directory located at [www.kidcentraltn.com](http://www.kidcentraltn.com) ("Directory"):

- a. The State shall designate a "Gatekeeper" to: 1) provide instruction on which goods or services should be included in the Directory; 2) invite Grantee to create one or more program profiles in the Directory; 3) review, approve and publish Grantee's profiles; and 4) monitor activity related to the profiles.
- b. Grantee shall, under the guidance of the Gatekeeper, create one or more program profiles in the Directory (if Grantee has more than one service appropriate for the Directory, Gatekeeper will instruct which services to include) as appropriate. Grantee shall update any profiles it creates at least every six months and, in the event of any change in information, update the profile within ten (10) business days. If Grantee has a website, Grantee shall provide a link to [www.kidcentraltn.com](http://www.kidcentraltn.com) from the appropriate section of the website.

- c. If Grantee develops print or electronic materials on behalf of the State, or uses State funds that are intended for general distribution to parents, families, children, or professionals who work directly with children or families, Grantee must place the "kidcentral tn" logo on those materials. Covered materials include, by way of example only, brochures, posters, promotional postcards, mailers. The State reserves the right to instruct Grantee to apply the "kidcentral tn" logo or brand to any other materials, using templates provided by the State. The logo requirement does not apply to materials that have already been printed, designed or originating from the federal government, national organizations or other groups where Grantee serves as a pass-through of the materials. The "kidcentral tn" logo should not be applied to individualized correspondence or materials intended for a single family or professional and should not be applied to purely administrative materials (materials about rules, sanctions, regulations, enforcement).

E.11. License. State hereby grants to Grantee the non-exclusive, non-transferable license, privilege and authority to use the Property in connection with the project as approved, set out in this Contract at Section A all other rights being reserved to State for the Term of this contract as provided below.

- a. Property. The "Property" licensed mark:



- i. Exclusivity. None.
  - ii. Territory. Worldwide.
- b. Term. Grantee shall begin to use the Property as set out in Contract Section A and shall cease upon termination of the Contract unless otherwise agreed to herein.
- c. Use Limitations and Collateral Materials. The Property may be used on signs, promotional materials, marketing materials, Grantee's visitor website, and/or as otherwise set out in Contract at Section A. The License also includes the right to create and use promotional, advertising and packing material in connection with marketing of the services. In advertising and promoting with use of the Property, Grantee shall seek prior approval as set out in this Section. The Grantee does not have any rights to use the Property on any consumer products or merchandise rights.
- d. Use of Signage and Other Materials. Upon expiration of this License, Grantee shall cease use of the Property on current materials. If this License is terminated earlier than contemplated by this Contract, Grantee and State shall negotiate in good faith the wind up of the License.
- e. Sub-licensing. Sub-licensing is not allowed.
- f. Approvals. All use of the Property shall require State's prior written approval. Failure to obtain approvals at all stages shall be cause for termination of Grantee's use of the Property, only, and not the remainder of the Contract unless failure to use the Property results in a material breach.

- g. Intellectual Property Notices. The Property shall always be displayed with the "®" symbol and the following notice shall appear, where space permits, on all marketing or collateral materials bearing the Property:



Department of  
**Mental Health &  
Substance Abuse Services**



Department of  
**Mental Health &  
Substance Abuse Services**

is a registered trademark and is used under license to the Grantee.

- h. Exclusive Property of State. The Property is and shall remain the exclusive property of State and all rights arising from the use of the Property, shall inure to State. Grantee acknowledges that it does not now have and in the future will not assert any right, title or interest of any kind or nature whatsoever in or to the Property nor will it change or contest any of State's rights therein.
- i. Royalty Rate. This License shall be royalty free.

FOR THE PROVISION OF THE SAFE BABY COURT PROGRAM:

IN WITNESS WHEREOF,

ANDERSON COUNTY GOVERNMENT, TRUSTEE:

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GRANTEE SIGNATURE

DATE

---

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:

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MARIE WILLIAMS, COMMISSIONER

DATE

GRANT BUDGET SUMMARY				
Agency Name: Anderson County Trustee				
Program Code Name: 480103 Safe Baby Courts 23				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN 7/1/2022	END: 6/30/2023	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes <sup>2</sup>	\$81,641.00	\$0.00	\$81,641.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$1,500.00	\$0.00	\$1,500.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$6,929.00	\$0.00	\$6,929.00
11, 12	Travel, Conferences & Meetings <sup>2</sup>	\$2,000.00	\$0.00	\$2,000.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$6,930.00	\$0.00	\$6,930.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$1,000.00	\$0.00	\$1,000.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost <sup>2</sup>	\$0.00	\$0.00	\$0.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$100,000.00	\$0.00	\$100,000.00

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*.  
[https://www.tn.gov/content/dam/tn/finance/documents/fa\\_policies/policy3.pdf](https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf)

<sup>2</sup> Applicable detail follows this page if line-item is funded.



Year 1

## GRANT BUDGET LINE-ITEM DETAIL:

Agency Name: Anderson County  
TrusteeProgram Code Name: 480103 Safe Baby  
Courts 23

Begin Date: 7/1/2022

End Date: 6/30/2023

SALARIES, BENEFITS & TAXES	AMOUNT
Salaries	\$64,001.00
Benefits and Taxes	\$17,640.00
<b>TOTAL</b>	<b>\$81,641.00</b>

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional Fees	\$1,500.00
<b>TOTAL</b>	<b>\$1,500.00</b>

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies	\$6,929.00
<b>TOTAL</b>	<b>\$6,929.00</b>

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Training and Conferences Attended by Staff	\$2,000.00
<b>TOTAL</b>	<b>\$2,000.00</b>

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific Assistance to Individuals	\$6,930.00
<b>TOTAL</b>	<b>\$6,930.00</b>

GRANT BUDGET SUMMARY				
Agency Name: Anderson County Trustee				
Program Code Name: 480104 Safe Baby Courts 24				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN 7/1/2023	END: 6/30/2024	
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes <sup>2</sup>	\$81,641.00	\$0.00	\$81,641.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$1,500.00	\$0.00	\$1,500.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$6,929.00	\$0.00	\$6,929.00
11, 12	Travel, Conferences & Meetings <sup>2</sup>	\$2,000.00	\$0.00	\$2,000.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$6,930.00	\$0.00	\$6,930.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$1,000.00	\$0.00	\$1,000.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost <sup>2</sup>	\$0.00	\$0.00	\$0.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$100,000.00	\$0.00	\$100,000.00

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*  
[https://www.tn.gov/content/dam/tn/finance/documents/fa\\_policies/policy3.pdf](https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf)

<sup>2</sup> Applicable detail follows this page if line-item is funded.

Year 2

## GRANT BUDGET LINE-ITEM DETAIL:

Agency Name: Anderson County  
TrusteeProgram Code Name: 480104 Safe Baby  
Courts 24

Begin Date: 7/1/2023

End Date: 6/30/2024

SALARIES, BENEFITS & TAXES	AMOUNT
Salaries	\$64,001.00
Benefits and Taxes	\$17,640.00
<b>TOTAL</b>	<b>\$81,641.00</b>

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional Fees	\$1,500.00
<b>TOTAL</b>	<b>\$1,500.00</b>

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies	\$6,929.00
<b>TOTAL</b>	<b>\$6,929.00</b>

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Training and Conferences Attended by Staff	\$2,000.00
<b>TOTAL</b>	<b>\$2,000.00</b>

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific Assistance to Individuals	\$6,930.00
<b>TOTAL</b>	<b>\$6,930.00</b>

GRANT BUDGET SUMMARY				
Agency Name: Anderson County Trustee				
Program Code Name: 480105 Safe Baby Courts 25 Court				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN 7/1/2024	END: 12/31/2024	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes <sup>2</sup>	\$40,820.00	\$0.00	\$40,820.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$750.00	\$0.00	\$750.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$3,465.00	\$0.00	\$3,465.00
11, 12	Travel, Conferences & Meetings <sup>2</sup>	\$1,000.00	\$0.00	\$1,000.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$3,465.00	\$0.00	\$3,465.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$500.00	\$0.00	\$500.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost <sup>2</sup>	\$0.00	\$0.00	\$0.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$50,000.00	\$0.00	\$50,000.00

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*.  
[https://www.tn.gov/content/dam/tn/finance/documents/fa\\_policies/policy3.pdf](https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf)

<sup>2</sup> Applicable detail follows this page if line-item is funded.

Year 3

## GRANT BUDGET LINE-ITEM DETAIL:

Agency Name: Anderson County  
TrusteeProgram Code Name: 480105 Safe Baby  
Courts 25 Court

Begin Date: 7/1/2024

End Date: 12/31/2024

SALARIES, BENEFITS & TAXES	AMOUNT
Salaries	\$32,000.00
Benefits and Taxes	\$8,820.00
<b>TOTAL</b>	<b>\$40,820.00</b>

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional Fees	\$750.00
<b>TOTAL</b>	<b>\$750.00</b>

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies	\$3,465.00
<b>TOTAL</b>	<b>\$3,465.00</b>

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Training and Conferences Attended by Staff	\$1,000.00
<b>TOTAL</b>	<b>\$1,000.00</b>

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific Assistance to Individuals	\$3,465.00
<b>TOTAL</b>	<b>\$3,465.00</b>



ATTACHMENT 2

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 4143

Is Anderson County Government, Trustee a parent?

Yes ☐

No ☐

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

Is Anderson County Government, Trustee a child?

Yes ☐

No ☐

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

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

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

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

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

**Security Services Contract  
(Blockhouse Valley Property)**

This Agreement is made on this the \_\_\_\_ day of \_\_\_\_\_, 2022 between Anderson County, Tennessee (hereinafter, "County"), Anderson County Schools, (hereinafter "Schools") and Austin Eldridge (hereinafter, "Contractor") and for good and valuable consideration the parties agree as follows:

**Security Services.** Contractor agrees to provide services to County and Schools in the form of security services as follows:

- 1) Provide night and weekend security for the Blockhouse Valley Landfill site, Sheriff's Training facility, CRESO, County Recycling Center on Blockhouse Valley Road and the former American Nuclear Site.
- 2) Patrol the perimeter of the facility at least two times each day.
- 3) Check the interior of the property grounds for trespassers and hunters.
- 4) Check all locks on gates and doors after hours with the exception of doors to the Recycling Center and American Nuclear.
- 5) Protect all County and School assets on property.
- 6) Report problems to the appropriate emergency services agency and site administrator.
- 7) Any other duties as directed by the site administrator.

Contractor agrees to perform the services to the satisfaction of County and Schools and in a manner consistent with the standard in the industry. Contractor assumes all risks associated with performance, and for purposes of this agreement, is an independent contractor outside county's insurance coverage.

**Term.** The term of this agreement shall begin on the 1<sup>st</sup> day of May, 2022 and end on the 31<sup>st</sup> day of May, 2026. County and Schools reserve the right to renew this contract for an additional four years after the expiration of the term.

**Compensation.** Contractor agrees to provide security services in return for free lot rent for contractor's mobile home provided by County and free utilities provided by Schools.

**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 recover any remedies available at law and/or equity including the reasonable attorney's fees and the costs associated the default.

**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.

**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.

**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.

**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.

**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 thirty (30) days written notice to the other in the event the breach, default or failure is not cured during that time. County and Schools reserve the right to cancel this contract at any time during the contract period with sixty (60) day notice to contractor.

**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.

**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.

**Jurisdiction.** Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in 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.

**Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs or assigns.

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

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

**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.

**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.

**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.

**Contractor:**

**County:**

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Austin Eldridge  
Phone: (423) 331-9095

Robby Holbrook, Finance Director

**Schools:**

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Dr. John Burrell, Chair, AC School Board

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Dr. Tim Parrott, Director of Schools

Approved as to Form:

Administrative Approval: \_\_\_\_\_

\_\_\_\_\_  
Jay Yeager  
County Attorney/ Site Administrator  
Phone: (865) 457-6290  
Cell: (865) 789-5552