

# State of Tennessee Contract Quote Sheet

Issued Under:

23-0001

SWC 400 Multifunction Devices

Contract #: 62117

# QUOTE AND PURCHASE ORDER DOCUMENT

(	Quote #: BB	-366	Date:	7/13/2022		
	BILL TO: ("C	Section and Company Company (Company)		SHIP TO: (if differe		
Custome	r Name: An	derson County Schools	Cu	stomer Name:		
Dept: Contact: Address: City/State/Zip: Phone:  Anderson County Preschool 708 North Main Street Clinton, TN 37716 865-463-2833				Address: City/State/Zip: Phone:		
	Email:	to verton@des.de		Email:		
Nam	ne:	Auto Toner Contact Phone:		nt from above):		
		CSA to Pick Up Cu	rrent Cop	ier if Completed:		
Mak	:e:	Model:		Serial #:		
		Black & White Group I	I - Canon	iRADV4735 (35 CPM)		
Qty	Mode	el Description - Base Configuration	on	Monthly Rental Price	Vendor Item ID	
1	Canon IRAD	V4735 MONTHLY RENTAL py Charges apply			4055C002	
	Equipment N	Maintenance cost per copy/print includes	s toner and	staples:		
	B/W CPC:	\$ 0.0044				
	ACCESSOR	IES (INCLUDED WHEN QUANTITY N	OTED):		AND THE RESIDENCE OF THE PARTY	
1	Cabinet style	Q			2299C001	
1		OF (incl. in base configuration)			3813C001	
1	Inner Finishe				1423C002	
	Fax Board/F	ax Forwarding			0166C007	
1	Card Scanne	er/Follow-me-print			3575B678	
1	Tracking Sof	tware			3575B436	
	2 & 3 hole pt				1424C002	
	Add'l input tr	ay (Cassette Feed Unit)			1419C002	
	ACKNOWLE RULES, OR	VITEMS ARE NOT AVAILABLE ON S EDGES THE REQUISITE PURCHASIN LOCAL PURCHASING REGS, AS AP O THE TERMS OF 62117, WHICH IS (	G AUTHOR	RITY IS CHAPTER 0690-3 , NOTWITHSTANDING, T	-1 OF THE DGS	
	L		TOTAL:	\$41.46		
	☑ Auto To	oner Fulfillment **(Requires use of in				
Send Sign	ned Purchase	Canon Solutions America, Inc.		Sand Payments To: C	anon Financial Society Inc	
o	rder or Email ledgement to	Attn		1. C	anon Financial Services, Inc. 4904 Collections Center Drive hicago, IL 60693	
		Fax: 615 Attn.		APPRO	VEDASTO LEGAL FORM	

Anderson County Law Director

Email: @csa.canon.com

# State of Tennessee Contract Quote Sheet

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

# QUOTE AND PURCHASE ORDER DOCUMENT

(	Quote #: BB-367	Date:	7/13/2022				
Е	BILL TO: ("Customer")		SHIP TO: (if differe	ent)-			
	r Name: Anderson County Schools	Cust	omer Name:	,			
	Dept: PRE SCHOOL - Main Office		Dept:				
(	Contact: Amy Butcher		Contact:				
	Address: 708 North Main Street		Address:				
	tate/Zip: Clinton, TN 37716	Ci	ty/State/Zip:				
, ,	Phone: Cell: 865-548-5950 Desk: 865-4		Phone:				
	Email: abutcher@acs.ac		Email:				
		ontact (if different					
Nam		ontaot (ii aintoroin	Email:				
		Up Current Copie					
Mak	e: Canon Model: IRAD	VC55401	Serial #: V	VXE12549			
Qty		p III - IRADV DX C					
Qty			onthly Rental Price	Vendor Item ID			
1	Canon IRADV DX C5840I MONTHLY RENT.	AL		3827C002			
	Cost Fel Copy Charges apply						
	Equipment Maintenance cost per copy/print includes toner and staples:						
	B/W CPC: \$ 0.0040 Color CPC \$ 0.0350						
	ACCESSORIES (INCLUDED WHEN QUAN	IIIY NOTED):					
	CABINET TYPE-V			5358C001			
1	INNER FINISHER-L1			4000C002			
	STAPLE FINISHER-AB1			3999C002			
	BUFFER PASS UNIT-P1			4003C002			
	INNER 2/3 HOLE PUNCHER-D1			4002C002			
	SUPER G3 FAX BOARD-AX1			3998C001			
1	HD CARD-SCANNER/FOLLOW-ME-PRINT			3575B678			
1	TRACKING SOFTWARE			3575B436			
1	ADD'L INPUT TRAY (CASSETTE FEEDING THE BELOW ITEMS ARE NOT AVAILABLE			0609C002			

Send Signed Purchase Canon Solutions America, Inc.

Order or Email Attn.

Acknowledgement to: 402 BNA Drive, Ste. 360

Nashville, TN. 37217

-- OR --

Fax: 615. - Attn.

Email: @csa.canon.com

Send Payments To: Canon Financial Services, Inc.

23-0003

14904 Collections Center Drive

Chicago, IL 60693

Anderson County Law Director

iRADVC5840 Rental



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

*******		_						
		End Date		Agency Tracking #			Edison ID	
12/01/2021		11/30/2022		34101-00223				
Grantee Legal Entity Name								Edison Vendor ID
ANDERSON COUNTY								4145
Subrecipi	ient or Recipient		CFDA	# 81.214				
⊠s	ubrecipient			······································				
R	ecipient		Grant	ee's fiscal ye	ar end J	lune 30 <sup>th</sup>		
Service C	aption (one line onl	y)						
DEPA AND	ARTMENT OF ENE RESPONSE	RGY (DO	DE) PA	SS-THROUG	3H FUN	DING FOR OF	F-SIT	E EMERGENCY PLANNING
Funding -	1 1			1	_	l	I	
FY	State	Federal 16.0	00.00	Interdepart	mental	Other	TOT	AL Grant Contract Amount 16,000.00
2023		10,0					<del> </del>	10,000.00
			<u> </u>					
								151 Indiana da areste
		···						
	1			l			1	
TOTAL:		16,0	00.00					16,000.00
TOTAL:		16,0	00.00					16,000.00
	Selection Process S		00.00					16,000.00
Grantee S	Selection Process S		00.00					16,000.00
Grantee S	petitive Selection	ummary	Tr	is contract is	in the I	pest interest of	the St	ate. The Department of Energy
Grantee S		ummary	Tr (D	OE) program:	supports	the Tennessee A	Agreen	ate. The Department of Energy nent between DOE and the State
Grantee S Comp	petitive Selection competitive Selection	ummary	Th (D of en	OE) program Tennessee. To vironment are	supports he agre	the Tennessee A ement assures c	Agreen	ate. The Department of Energy
Grantee S Comp Non- Budget O appropriat	competitive Selection competitive Selection fficer Confirmation ion from which obliga	ummary on There is	Tr (D of en a balar	OE) program Tennessee. To vironment are nce in the are required	supports he agre	the Tennessee A	Agreen itizens	ate. The Department of Energy nent between DOE and the State
Grantee S Comp Non- Budget O appropriat	competitive Selection competitive Selection fficer Confirmation: ion from which obligathat is not already e	ummary on There is	Tr (D of en a balar	OE) program Tennessee. To vironment are nce in the are required	supports he agre	the Tennessee A	Agreen itizens	ate. The Department of Energy nent between DOE and the State that their health, safety and the
Grantee S Comp Non- Budget O appropriat to be paid	competitive Selection competitive Selection fficer Confirmation: ion from which obligathat is not already e	ummary on There is	Tr (D of en a balar	OE) program Tennessee. To vironment are nce in the are required	supports he agre	the Tennessee A	Agreen itizens	ate. The Department of Energy nent between DOE and the State that their health, safety and the
Grantee S Comp Non- Budget O appropriat to be paid	competitive Selection competitive Selection fficer Confirmation: ion from which obligathat is not already e	ummary on There is	Tr (D of en a balar	OE) program Tennessee. To vironment are nce in the are required	supports he agre	the Tennessee A	Agreen itizens	ate. The Department of Energy nent between DOE and the State that their health, safety and the
Grantee S Comp Non- Budget O appropriat to be paid	competitive Selection competitive Selection fficer Confirmation: ion from which obligathat is not already e	ummary on There is	Tr (D of en a balar	OE) program Tennessee. To vironment are nce in the are required	supports he agre	the Tennessee A	Agreen itizens	ate. The Department of Energy nent between DOE and the State that their health, safety and the
Grantee S Comp Non- Budget O appropriat to be paid	competitive Selection competitive Selection fficer Confirmation: ion from which obligathat is not already e	ummary on There is	Tr (D of en a balar	OE) program Tennessee. To vironment are nce in the are required	supports he agre	the Tennessee A	Agreen itizens	ate. The Department of Energy nent between DOE and the State that their health, safety and the
Grantee S Comp Non- Budget O appropriat to be paid obligations	competitive Selection competitive Selection fficer Confirmation: ion from which obligathat is not already ess.	on  There is ations here ncumbered	Tr (D of en a balar eunder d to pay	OE) program Tennessee. To a control of the control	supports he agre	the Tennessee A	Agreen itizens	ate. The Department of Energy nent between DOE and the State that their health, safety and the
Grantee S Comp Non- Budget O appropriat to be paid obligations	competitive Selection competitive Selection fficer Confirmation: ion from which obligathat is not already e	on  There is ations here ncumbered	Tr (D of en a balar eunder d to pay	OE) program Tennessee. To vironment are nce in the are required	supports he agre	the Tennessee A	Agreen itizens	ate. The Department of Energy nent between DOE and the State that their health, safety and the

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

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

Grantee Edison Vendor ID # 4145

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

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall maintain the capability to respond off-site during DOE emergencies as defined in the State of Tennessee Multi-Jurisdictional Emergency Response Plan (MJERP) for the Department of Energy Oak Ridge Reservation.
- A.3. The Grant shall maintain the capability for the provision of assets to DOE sites and offsite per Mutual Aid Agreements and Memoranda of Understanding with DOE. A current list of these documents may be found in the MJERP.
- A.4. The Grantee shall participate in the development of drills and exercises and attend exercise planning meetings related to DOE sites as requested by TEMA.
- A.5. The Grantee shall participate in all drills and exercises related to the DOE sites as requested by TEMA.
- A.6. The Grantee shall attend scheduled quarterly meetings with DOE and TEMA.
- A.7 The Grantee shall ensure the development of local plans and procedures to ensure the Grantee's responsibilities as defined in the MJERP can be met.
- A.8. The Grantee shall identify equipment procured in support of this Grant and provide reimbursement information on the purchase of this equipment as requested by TEMA.
- A.9. The Grantee shall furnish to the TEMA East Regional Office a quarterly report, not later than fifteen days after the end of each quarter that describes the activities performed in support of the MJERP.
- A.10. The Grantee shall provide updates to the MJERP as requested by TEMA to include but not limited to changes in local planning information or capabilities including specific roadblock locations or assignments, endangered facilities, evacuation routes, pre-designated shelter assignments, and assigned responsibilities.
- A.11. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

#### B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on December 1, 2021 ("Effective Date") and ending on November 30, 2022 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. <u>Federal Preaward Authority</u>. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
  - With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement;
    - (1) Activities that are reasonably related to the Scope of Services:
    - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
    - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
  - b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
  - c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will the eligible for inclusion in a federally funded project.
  - d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
  - e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
    - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
    - (2) the relevant federal agency fails or refuses to finalize a grant; or
    - the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
  - f. The start date of the State's federal preaward authority is December 1, 2021.

#### C. PAYMENT TERMS AND CONDITIONS:

- C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Grant Contract exceed sixteen thousand dollars and 00/100 (\$ 16,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. <u>Compensation Firm.</u> 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. <u>Travel Compensation</u>. 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. <u>Invoice Requirements</u>. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency DOE Grant Program 803 North Concord Street Knoxville, TN 37919

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Military Tennessee Emergency Management Agency.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - 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. <u>Budget Line-item:</u> 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. <u>Disbursement Reconciliation and Close Out</u>. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
  - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. <u>Cost Allocation</u>. 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. <u>Prerequisite Documentation</u>. 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. <u>Termination for Convenience</u>. 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. <u>Termination for Cause</u>. 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. <u>Subcontracting</u>. 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. <u>Conflicts of Interest</u>. 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. <u>Communications and Contacts</u>. 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:

Roger Thompson, DOE Program Manager Tennessee Emergency Management Agency 803 North Concord Street Knoxville, TN 37919 roger.thompson@tn.gov Telephone #: (865) 594-5660 FAX #: (865) 594-5668

The Grantee:

Terry Frank, County Mayor

Anderson County 101 South Main Street, Suite 507 Clinton, TN 37716 <u>tfrank@andersontn.org</u> Telephone #: (865) 457-6200 FAX #: (865) 457-6270

#### Point of Contact:

Steve Payne, Director
Anderson County EMA
111 South Charles G. Seivers Boulevard
Clinton, TN 37716
paynkey@hotmail.com
Telephone #: (865) 457-6765
Fax #: (865) 457-6557

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

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

- D.9. <u>Subject to Funds Availability</u>. 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. <u>Nondiscrimination</u>. 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. <u>HIPAA Compliance</u>. 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. <u>Public Notice</u>. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. <u>Licensure</u>. 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. <u>Monitoring</u>. 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. <u>Progress Reports</u>. 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. <u>Audit Report.</u> For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

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

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

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

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

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

- D.21. <u>Strict Performance</u>. 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. <u>Independent Contractor</u>. 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. <u>Limitation of State's Liability</u>. 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. <u>Tennessee Department of Revenue Registration</u>. 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. <u>Charges to Service Recipients Prohibited</u>. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its pro rata share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing

statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

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

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

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

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

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

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: <a href="http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200">http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200</a> 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. <u>Completeness</u>. 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. <u>Severability</u>. 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. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. <u>Iran Divestment Act.</u> 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. <u>Debarment and Suspension.</u> 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:
  - are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

#### E. SPECIAL TERMS AND CONDITIONS:

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

IN WITNESS WHEREOF,

ANDERSON COUNTY:

GRANTEE SIGNATURE

TERRY FRANK, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE MANAGEMENT AGENCY:

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

DATE

#### **GRANT BUDGET**

**GRANTEE NAME: ANDERSON COUNTY** 

U.S. DEPARTMENT OF ENERGY (DOE) PASS-THROUGH FUNDING FOR OFF-SITE PLANNING AND RESPONSE

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable

Period:

BEGIN: 12/01/2021

END: 11/30/2022

i cilou.	BLGIN. 12/01/2021	END.	11/30/2022	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	16,000.00	0.00	16,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	16,000.00	0.00	16,000.00

<sup>&</sup>lt;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.* (posted on the Internet at: <a href="https://www.tn.gov/finance/looking-for/policies.html">https://www.tn.gov/finance/looking-for/policies.html</a>).

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

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

Page 2

# **GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD		AMOUNT
OFF-SITE EMERGENCY PLANNING AND RESPONSE		16,000.00
	TOTAL	16,000.00

# **Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	Anderson County
Subrecipient's Unique Entity Identifier (SAM)	EEBG6LPGY97
Federal Award Identification Number (FAIN)	DE-SC0019506
Federal award date	12/01/2021
Subaward Period of Performance Start and End Date	12/01/2021-11/30/2022
Subaward Budget Period Start and End Date	12/01/2021-11/30/2022
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	81.214 Department of Energy
Grant contract's begin date	12/01/2021
Grant contract's end date	11/30/2022
Amount of federal funds obligated by this grant contract	16,000.00
Total amount of federal funds obligated to the subrecipient	16,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	4,393,720.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	DOE 2022
Name of federal awarding agency	Department of Energy
Name and contact information for the federal	Virginia T. Hernandez
awarding official	NNSA Non M&O Contracting Operations
	NA-APM-12
	Albuquerque Complex
	P.O. Box 5400
	Albuquerque, N 87185-5400
Name of pass-through entity	Department of Military, Tennessee
N	Emergency Management Agency
Name and contact information for the pass-	Roger Thompson, DOE Program Manager
through entity awarding official	Tennessee Emergency Management Agency
	803 North Concord Street
	Knoxville, TN 37919
	roger.thompson@tn.gov Telephone #: (865) 594-5660
	FAX #: (865) 594-5668
	1 7 00 17. (000) 004-0000
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2	None
C.F.R. §200.331 for information on type of	
indirect cost rate)	

# **Notice of Audit Report**

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

☐ Anderson County is subject to an audit for fiscal year 2023.
☐ Anderson County is not subject to an audit for fiscal year 2023.
Grantee's Edison Vendor ID Number: 4145
Grantee's fiscal year end: June 30 <sup>th</sup>

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

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

# **Parent Child Information**

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

#### **SERVICES AGREEMENT**

This Services Agreement (the "Agreement") is made on this 19th day of July by and between Anderson County-Schools (hereinafter known as "School District") with its principal office at 101

S. Main Street Clinton, TN 37716 and Cherokee Health Systems (hereinafter known as "Contractor")

#### **WITNESSETH**

WHEREAS, approximately 25% of youth ages 5-18 have experienced a mental health disorder during the past year and more than 30% of children and adolescents are expected to experience at least one mental health condition during the course of their lifetime.

WHEREAS, at times, mental health services are not provided to children who need them.

WHEREAS, adolescents are particularly dependent on adults for recognition of mental health problems, provision of appropriate support and referrals to help.

WHEREAS, as more people and particularly youth experience mental distress, there is a need for increased mental health literacy and basic mental health training programs for the public and those working with youth

WHEREAS, developing the appropriate social support system has been shown to reduce the risk of developing mental, emotional, and behavioral disorder s.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, SCHOOL DISTRICT and Contractor hereby agree as follows:

1. Term. The term of this Agreement shall be from August 2022 through August 2023

#### 2. General Compliance with Laws

- (a) If required, the company shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract
- (b) The company is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited, to compliance with all Equal Employment Opportunities laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA).
- (c) This contract will be interpreted in accordance with the laws of the state of Tennessee. By execution of this contract the company agrees that all act ions, whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Anderson County, Tennessee and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Anderson County, Tennessee

#### 3. Compensation

- (a) In consideration for the services provided by Contractor, the SCHOOL DISTRICT agrees to pay the Contractor \$5,000 per full-time licensed therapist for mental health services provided to Eligible SCHOOL DISTRICT students during the school year. The maximum allowed number of licensed therapists will be four (4).
- (b) Contractor shall invoice SCHOOL DISTRICT for the Fees under this agreement, and SCHOOL DISTRICT shall be responsible for paying all Fees within thirty (30) days of receipt of Contractor's invoice therefor.

#### 4. Appropriation

In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

#### 5. FERPA Compliance

SCHOOL DISTRICT and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C § 1232g) (FERPA) and its accompanying regulations (34 C.F.R 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirement in the performance of its duties in this contract. Contractor agrees to cooperate with SCHOOL DISTRICT as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract.

#### 6. School District Responsibilities

(a) SCHOOL DISTRICT agrees to provide a space for therapeutic intervention at each school as well as access to student level data through a staff member at each school

#### 7. Background Checks

Contractor shall comply with Public Chapter 587 of 2007, as codified in Tennessee Cod Annotated Section §49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

#### 8. Professional Liability Insurance

Contractor will provide proof of insurance with coverage and limits satisfactory to SCHOOL DISTRICTS's Business Office. Contractor herein agrees to hold SCHOOL DISTRICT harmless on account of any and all claims by third parties for damages due to personal injuries or property damage, except when such injuries or damages arise in the acts of negligence of SCHOOL DISTRICT Providers or Contract Providers. Any obligation of Contract to indemnify and hold School District harmless is limited to the terms of Contractor's liability insurance.

#### 9. Acknowledgments

- (a) Contractor and SCHOOL DISTRICT acknowledge and agree that Contractor will act as an independent contractor in the performance of the Services, and that this Agreement shall not be deemed to create an agency, employment, partnership or join venture relationship between SCHOOL DISTRICT and Contract or, In that regard, while CONTRACTOR is subject to general terms and conditions in connection with the performance of the Services, CONTRACTOR and SCHOOL DISTRITCT acknowledge that Contractor shall, at all times, exercise independent discretion and control over the performance of the Services
- (b) Contractor and SCHOOL DISTRICT acknowledge and agree that they have had a sufficient opportunity to review the terms of the Agreement.
- (c) Contractor and SCHOOL DISTRICT acknowledge and agree that in executing this Agreement it is not relying nor has it relied upon any other representation or statement made by either party or by any of either party's owner s, partners, officers, employees, or agents with regard to the subject matter hereof. Both parties have carefully read and fully understand all of the provisions of this Agreement and are voluntarily entering into this Agreement.

#### 10. Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, due in whole or in part to any cause beyond its sole control, including without limitation fire, accident, labor dispute or unrest, flood, riot, war, terrorism, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, acts of God or the civil or military authorities of the state or nature, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

#### 11. Tax Liabilities

Anderson County is not liable for federal exercise or State sales tax. Tax exemption certificates will be provided upon request.

#### 12. Severability

Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining part s, terms, or provisions shall not be affected thereby and said illegal part, term of provision shall be deemed not to be a part of this Agreement.

#### 13. Entire Agreement

This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof. It is agreed that this Agreement may be modified only by written agreement, executed by both parties.

#### 14. Assignment

Contractor shall not assign or sub-contract this agreement, its obligations, or rights hereunder to any party, company, partnership, incorporation, or person without the prior written specific consent of Anderson County.

#### 15. Headings

The headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement or the meaning of any provision hereof.

#### 16. Counterpart

This Agreement may be executed in two counterparts, both of which shall constitute an original

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives below

**SCHOOL DISTRICT** 

**CHEROKEE HEALTH SYSTEMS** 

Director of Schools

**Chief Operating Officer** 

# Browder Properties, LLC

Post Office Box 11464 Knoxville, TN 37939 865-228-7500

jbrowder@mac.com

July 21, 2022

Anderson County Government

To All Concerned,

Please find enclosed the renewal lease for the County Motorpool facility. It remains my honor to offer this space to the county. We have had a long and mutually beneficial relationship that I hope will continue for years to come.

This lease is unchanged from the last with two exceptions. The base rent is increased 15%, and the taxes are adjusted to reflect the current rates.

In the past 3 years my costs have increased far more than 15%, and other leases have seen more substantial increases. I have kept the county's increase at a bare minimum as a reflection of how much I value your tenancy.

If any modifications are needed, or if I can assist in any way do not hesitate to contact me.

Sincerely yours,

\

lohn F. Browder

Hoo

1725

# REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated July 21, 2022, by and between Browder Properties, LLC ("Landlord"), and Anderson County ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the lower level (basement) known as 110 S Bowling St., *including* the warehouse space currently occupied by Landlord (the "Premises") located at 119 S. Hicks St, Clinton TN 37716.

# LEGAL DESCRIPTION. The legal description is:

BEING located in the city of Clinton, Anderson County, Tennessee, A portion of the tract more particularly described as follows:

BEGINNING AT A POINT in the western line of Jacksboro Street (now Main Street) also known as Highway 25 W said beginning point being the southeastern corner of property now or formerly owned by Schubert; thence, in a southerly direction along the western line of Jackson Street (now Main street) 188 feet, more or less, to a point in the center of the Town spring Branch; thence, in a westerly direction with the center of said branch 90 feet; thence, in a northerly direction parallel with the eastern line of Henry McWane 188 feet, more or less, to the southern property line of Schubert; thence, in an easterly direction along Schubert's southern line 90 feet to a point in the eastern line of Jacksboro Street (now Main Street), the place of beginning.

The subject premises are only the lower level (basement) within the herein described development.

**TERM.** The initial term of this lease will be 3 (Three) years. The lease term will begin on September 1, 2022 and will terminate on August 31, 2025.

**LEASE PAYMENTS.** Tenant shall pay to Landlord the following:

- 1. Monthly base rent of \$1,840.00
- 2. One third of the property tax on the Premises. The annual property tax obligation for the Tenant is \$2,236 /year (\$186.33/mo) based on 2021 tax rates. This rate is subject to change based on tax assessments, Making total Rent due of \$2,026.33 per month or \$24,315.96 per year.

These payments are payable in advance on the first day of each month. Lease payments shall be made to the Landlord at PO Box 11464, Knoxville, TN 37939, which address may be changed from time to time by the Landlord. The payment for first month is due and payable at execution of this lease.

**DEPOSIT.** Waived

LATE PAYMENTS. For each payment that is not paid within 3 days after its due date, Tenant

shall pay a late fee of \$50.00 per day, beginning with the day after the due date. This late payment fee will continue to accrue until the rent and all late payments are paid in full

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

POSSESSION. In order to make certain improvements necessary for Tenant's use of the Premises, Tenant shall be entitled to possession on the day of execution of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for an automobile repair shop. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**FURNISHINGS.** The following furnishings will be provided: existing restroom fixtures. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

**IMPROVEMENTS.** The Landlord acknowledges Tenant's need to make certain improvements to the premises in order to make the premises more suitable for the Tenant's use. Tenant must submit specific plans to the Landlord in writing in advance of work. No improvements shall be undertaken without written approval or the Landlord. All such improvements shall:

- Be at the sole expense of the Tenant
- Not interfere with current or future adjacent Tenants
- Be done by licensed contractors and subcontractors
- Be done in compliance with all applicable building and safety codes
- Be done in a workman-like manner

At the expiration or termination of this lease all improvements will become property of Landlord. This includes but is not limited to HVAC equipment, installed lighting and plumbing fixtures, installed cabinetry, walls and doors. Specifically excluded are lifts and tools.

**SIGNAGE.** The Tenant will install at Tenant's expense an appropriate signage. This sign must comply with any local regulations, must be of a professional quality consistent with the quality of other signs on the property, and be of design and construction approved in advance by the Landlord.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably

Anderson County Lease 2022

This instrument prepared by Browder Properties, LLC
PO Box 11464. Knoxville, TN 37939

satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

HOLDOVER TENANCY. If the lease expires without having been terminated by either Landlord or Tenant and Tenant remaining in the premises after the expiration date of this lease then such holdover tenancy shall be month to month at a rate of Two Hundred percent (200%) of the ending leased rate, and on a thirty (30) day notice basis, said notice to run concurrently with the rental month. If this is or shall become a month-to-month contract, said notice must expire on the last day of the month

#### MAINTENANCE.

Landlord's obligations for maintenance shall include:

- the structure of the roof, outside block walls, and other structural parts of the building Tenant's obligations for maintenance shall include:
  - the water pipes
  - the electrical wiring
  - the HVAC system
  - removal of litter from premises
  - snow and ice removal
  - all other items of maintenance not specifically delegated to Landlord under this Lease.

#### UTILITIES AND SERVICES.

Tenant shall be responsible for the following:

- Water
- Electricity
- Gas
- Garbage and trash disposal (Tenant must provide own dumpster)
- Janitorial services
- Telephone service

**DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the

Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$25,000.00, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenantable. However, if the damage is not repairable within sixty days, or if the cost of repair is \$25,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises

without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**ENVIRONMENTAL.** Tenant shall not dispose of any solids or fluids anywhere on the Premises or adjacent property. Tenant must comply with all federal, state and local laws and ordinances relating to the storage and disposal of materials on the Premises.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld. Landlord shall have the right to assign Landlord's interest in this lease if Landlord sells the Premises.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

#### LANDLORD:

Browder Properties, LLC PO Box 11464 Knoxville, TN 37939

#### TENANT:

Anderson County 100 N. Main St. Room 200 Clinton, TN 37716

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Tennessee.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

# 

#### STATE OF TENNESSEE

#### KNOX COUNTY

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared John F. Browder, with who I am personally acquainted (or proved to me on the basis of satisfactory evidence).

COMMISSIO STATE OF TENNESSEE ANDERSON COUNTY Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared Terry Frank, with who I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Mayor of the within named. bargainor, a county, executed the foregoing instrument. for the purposes therein contained, by signing as County Mayor. Witness my hand official seal at office this \_\_\_\_th day of \_\_\_\_\_\_, 2022.

NOTARY PUBLIC

**COMMISSION EXPIRES:** 

# REGIONAL FORENSIC CENTER AND ANDERSON COUNTY AGREEMENT FOR MEDICAL EXAMINER SERVICES

THIS AGREEMENT (the "Agreement") dated the 12th day of July, 2022, is by and between Anderson County, Tennessee ("County") and Knox County Regional Forensic Center in Knox County, Tennessee ("RFC"). County is joining in the execution of this Agreement for the limited purpose of consenting to the transactions contemplated herein.

WHEREAS, County expressed its wishes to retain the Regional Forensic Center to provide Medical Examiner, Medical Death Investigation, Autopsy and Autopsy Related Services; and

WHEREAS, these services shall consist of death investigation, post mortem examinations, related services, related reports; and

WHEREAS, Knox County Regional Forensic Center, through its Medical Examiner, is willing to provide said medical death investigation, post mortem examinations and related services for the County.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

SCOPE OF SERVICES. Knox County Regional Forensic Center, through its Medical Examiner, will perform
post mortem examinations with autopsy and issue related reports on each case referred by County and
related services as requested by the County. In addition, by special arrangement and in compensation for
said services, Knox County will provide the services of Dr. Mileusnic to act as the Medical Examiner for
Anderson County and provide the availability of Medical Death Investigators (MDIs) for use in Anderson
County.

#### a. County shall:

- Provide/maintain body transportation services that have capacity to respond to death scenes in a timely manner and transport the body directly from the scene to the RFC when an autopsy is ordered.
- ii. Provide Medical Death Investigators in Oak Ridge to conduct medical death investigation and assist the Medical Examiner. These investigators are responsible for death investigation in Oak Ridge and will coordinate with the RFC Death Investigators to assure data and information are provided for the Medical Examiner to conduct the autopsy or determine cause of death. RFC MDIs will be the lead MDIs on suspected homicide and infant cases in Oak Ridge.
- iii. Notify county medical investigators and staff that all cases reported to the medical examiner's office may be discussed with RFC staff while county officials are present at the death scene, or as soon as practical when communication is limited by geography, to ensure quality, uniform death investigation and protect evidence against contamination and loss. RFC will make qualified recommendations for case disposition to be considered at the discretion of County Medical Examiner.
- iv. Ensure that county medical death investigators meet the qualifications as set out in Tenn. Code Ann. § 38-7-104 and RFC standard operating procedures.
- v. Maintain the capacity to conduct death investigations in Oak Ridge 365 days a year, 7 days a week, 24 hours a day in accordance with the requirements of Tenn. Code Ann.§ 38-7-101-38-7-119 and RFC standard operating procedures.

- vi. Ensure death investigations are conducted in accordance with Tennessee statutes, rules, guidelines, policy, and procedures by review of reports produced by RFC.
- vii. Replenish disposable items for the field medical death investigators such as evidence bags, body bags, identification tags with chain of custody documentation, and personal protective equipment.
- viii. Ensure that the on-scene medical death investigators have access to a computer and a digital camera to facilitate transfer of case reports and scene /decedent photographs to the RFC.
- ix. Ensure that the on-scene medical death investigators have the capacity to call the RFC while at the scene and /or establish alternative communication if remote region prohibits cell or land line use (i.e. dispatch).
- x. Ensure that on-scene medical death investigators respond to scenes in a timely manner (generally within 30 minutes of notification of death).

#### b. RFC shall:

- i. Provide expert testimony in cases Anderson County cases where the Medical Examiner had jurisdiction for the case.
- ii. Provide a Chief Medical Examiner who meets the qualifications out lined in T.C.A. 38-7-104. The Chief Medical Examiner may appoint Deputy or Assistant Medical Examiners to assist and facilitate provision of services.
- iii. Provide Medical Death Investigators who meets the qualifications outlined in T.C.A. 38-7-104.
- iv. Provide Medical Death Investigators (MDI) to conduct medical death investigation in Anderson County. RFC MDIs are responsible for areas outside of Oak Ridge. RFC MDIs are available for consult with the MDIs in Oak Ridge as needed. RFC MDIs will be the lead MDIs on suspected homicide and infant cases in Oak Ridge.
- v. Conduct death investigations in accordance with Tennessee statutes, rules, guidelines, policies, and procedures.
- vi. Provide consulting services to county medical investigators 365 days per year, 7 days per week, 24 hours per day, in order to determine medical examiner jurisdiction and recommend case disposition based on the guidelines of death investigation set forth by the National Institute of Justice and the RFC.
- vii. Maintain National Association of Medical Examiners ("NAME") Accreditation
- viii. Dispatch a forensic pathologist, forensic anthropologist, or medical investigator employed by RFC to select death scenes (homicides, infant/child deaths, and unusual circumstances) upon request.
- ix. In conjunction with the Tennessee Office of Chief Medical Examiner, provide initial and continuing forensic training for county medical investigators, county coroner(s), and county medical examiners.
- x. Provide reports to County Mayor's Office documenting use of service, quality of death investigation, and areas of improvement when necessary to meet standards of death investigations in accordance with Tennessee statutes, rules, guidelines, policy, and procedures in order to establish transparency and prevent malfeasance.

- 2. **COMPENSATION.** County will remit a monthly payment of \$33,333.33 (total yearly commitment of \$399,999.96) for services outlined within the Scope of Service of this contract.
- ADDITIONAL SERVICES. If additional services are desired, they may be coordinated with the RFC and shall
  be the financial responsibility of County. County will be given an opportunity to approve all additional
  services and fees prior to RFC providing the additional services. See Schedule A for list of additional RFC
  fees.
- 5. RESPONSIBILITY FOR TRANSPORT OF BODY. County shall be responsible for all charges regarding the transportation of said body and assuring body is transported to/from the RFC.
- 6. INVOICE. RFC shall invoice County for its charges at the end of each month.
- 7. PAYMENT PERIOD. The charges shall be paid by County within thirty (30) days of receipt of said invoice.
- 8. TERMIINATION. Either party may terminate this Agreement upon a ninety (90) day written notice to the other party.
- 9. TERM. This agreement shall remain valid and in effect from August 1, 2022 to July 31, 2023, a duration of one (1) year. If County wishes to extend the contract agreement, they may do so for up to five (5) years. Contract extensions may contain an updated fee agreement while other parts of the contract remain in force. Amendments to services can be made as needed and will be in effect after signing by both parties. Schedule A (RFC Fee Schedule for Additional Services) changes will be made as needed and will be in effect 90 days after notification.
- 10. LIABILITY. Knox County Regional Forensic Center and its Medical Examiner shall have no liability for services rendered beyond those specifically enumerated herein.
- 11. GOVERNING LAW; FORUM; SERVICE OF PROCESS; VENUE. This Agreement shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 12. BINDING EFFECT. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and, except as otherwise set forth herein, shall inure to the benefit of only the parties hereto.
- 13. COUNTERPARTS; FACSIMILE SIGNATURE; ELECTRONIC STORAGE. This Agreement may be executed in multiple counterparts with the same effect as if the signatories executing the several counterparts had executed a single document and all such executed counterparts shall together constitute one and the same instrument. Signatures submitted by facsimile or other electronic means shall be accepted as originals in the absence of a valid reason to doubt their authenticity. The original of this document, including any and all signature page(s), may be scanned and stored in a computer database or other electronic format and the original(s) destroyed, and any printout or other output readable by human sight, the reproduction of which accurately reproduces the original of this document may be used for any purpose as if it were the original, including proof of the content of the original writing.
- 14. NOTICES. Any notice required or permitted to be given hereunder may be given by personal delivery or by registered or certified mail, and if given by mail, shall be deemed sufficiently given when deposited in the United States Mail, proper postage prepaid, registered or certified, return receipt requested, and addressed as follows:

RFC	COUNTY				
Chair Theorem	F F				
Chris Thomas Chief Administrative Officer	Terry Frank				
Knox County Regional Forensic Center	Anderson County Mayor Anderson County Government				
	100 North Main Street, Room 208				
2761 Sullins Street Knoxville, TN 37919	Clinton, TN 37716-3617				
	Cilition, 1N 57/16-3617				
Email: chris.thomas@knoxcountyorg	Email: tfrank@andersoncountytn.gov				
Phone: 865-215-8004	Phone: 865-457-6200				
Fax: 8675-215-8011	Fax: 865-264-6270				
parties. No modification of this Agreement shall be against which it is sought to be enforced. Each part do all such other acts as may be reasonably necess. Agreement.  IN WITNESS WHEREOF, the parties have caused this Agauthorized representative as of the day and year first see	ty will execute and deliver all additional document sary to carry out the provisions and intent of this reement to be executed by themselves or their dul				
Knox County, Tennessee	Anderson County Tennessee				
Glenn Jacobs, Mayor Date	Administrative Approval				
Knox County Contract No.: 33-430	Robert Holbrook, Finance Director Date				
Approved as to Legal Form					
	Town Front Manage				
	Terry Frank, Mayor Date				
Knox County Attorney Date	Approved as to Legal Form				
<u>Jessica Jernigan</u> - Johnson Printed Name	N. Jay Yeager, Law Director Date				

# KNOX COUNTY REGIONAL FORENSIC CENTER

	Knox County Regional Forensic Center 2761 Sullins Street, Knoxville,	
This f	ee schedule is effective July 1, 2022 for the Regional Forensic Center in Knox C	
	SERVICE	FEE
1	Autopsy ordered by Medical Examiner or District Attorney	
	Includes: The autopsy, a final autopsy report, expert witness testimony for criminal prosecution (not civil), and routine studies. Routine studies are utilized based on a case-by-case basis and at the discretion of the pathologist of record and may include: postmortem x-rays, basic microbiology (e.g. blood, tissue swab, CSF bacterial culture; viral nasopharyngeal culture), Mayo Clinic postmortem (bile/ blood) inborn errors of metabolism screen and/or TN newborn screen, vitreous electrolytes, vitreous alcohol screen, toxicology (up to an expanded panel and/or carbon monoxide), up to 25 histology slides, and routine histochemical stains (e.g. Gram stain, GMS, congo red, etc.).	\$1,850.00
2	External Examination by Medical Examiner or District Attorney	
	Includes: The external examination and external exam report, and routine studies. Routine studies are utilized on a case-by-case basis and at the discretion of the pathologist of record and may include: postmortem x-rays, basic microbiology (e.g. blood, tissue swab; viral nasopharyngeal culture), vitreous electrolytes, vitreous alcohol screen, and toxicology (up to an expanded panel and/or carbon monoxide).	\$925.00
	Special tests are additional costs. (See section 4)	
3	Pathology Services for Non-Medical Examiner Cases - Hospital or Private	
	(For requests from Private Citizens or Hospitals to perform autopsy services for cases that fall outside of the Medical Examiner jurisdiction or for an additional review requested by the family or proper authority.)	
3a	Full Autopsy - The autopsy, a final autopsy report, and routine studies. Routine studies are utilized based on a case -by-case basis and at the discretion of the pathologist of record and may include: postmortem x- rays, basic microbiology (e.g. blood, tissue swab, CSF bacterial culture; viral nasopharyngeal culture), Mayo Clinic postmortem (bile/ blood) inborn errors of metabolism screen and/or TN newborn screen, vitreous electrolytes, vitreous alcohol screen, toxic ology (up to an expanded panel and/or carbon monoxide), up to 25 histology slides, and routine histochemical stains (e.g. Gram stain, GMS, congo red, et c.). * Non-routine studies, external consultation, and expert testimony in a criminal or civil trial are additional costs*	\$6,200.00

3b	Partial Autopsy- Same as a 3a. but the autopsy is limited to an organ or up to one region of the body (e.g. head only, chest only, or abdomen only).  * Non-routine studies, external consultation, and expert testimony in a criminal or civil trial are additional costs*	\$3,900.00
3с	Brain Removal Only- Brain is removed and shipped to organization (e.g. brain bank, or research facility) as specified by ordering entity per receiving organizations protocol. No report generated by the RFC Pathologist.	\$725
4	Non-routine Testing	
	Testing outside of the scope defined in sections 1 and 2 may incur additional cost(s) to the ordering entity. Examples of additional testing include immunohistochemical stains, external pathology consultation, genetic testing, esoteric studies, etc. The Business Office will obtain preauthorization from the ordering entity on any test that exceeds \$150 prior to testing.	TBD AT TIME OF SERVICE
4a	Neurodegenerative/dementia workup - Brain is sent to a board-certified neuropathologist for external consultation. Cost plus 17% handling and processing.	TBD AT TIME OF SERVICE
4b	Lab Test Costs will be added at cost plus 17% for handling and processing	\$15 per Block
4c	Transportation and Shipping Cost at Cost (fee determined at time of service)	TBD AT TIME OF SERVICE
5	On-Scene Services	
	Personnel, any external cost must be covered. (Medical Examiner, Forensic Anthropologist, Medical Investigator, et c.)	TBD AT TIME OF SERVICE
	Mile age (GSA approved rate for Knox County)	TBD AT TIME OF SERVICE
6	External consultation for outside agencies	
	Review of consultation case to determine if RFC will accept non- jurisdictional case (under 30 minutes by FP)	Free
	If the case is accepted, the RFC will invoice on an hourly fee for review of provided materials (photos, autopsy report, slides, prior court testimony, etc.) and write-up of a consultation report. If a consultation meeting, expert testimony, or deposition is also needed, see "Consultation Meeting, Deposition, and Court Room Testimony" section below.	\$725.00/hour*
7	Consultation Meeting, Deposition, and Court Room Testimony	
7a	Consultation Meeting or Deposition Fee - Pathologist, Anthropologist	
	Two hours of preparation and first hour of consultation meeting/ deposition time. Client will be charged this fee again when time between consultation meetings or time between the last consultation meeting and the deposition exceeds 20 business days.	\$2175.00
	Additional hours of preparation, consultation meeting, or deposition time.	\$725.00/hour*

7b	Court Room Testimony and Travel - Pathologist, Anthropologist	
	Two hours minimum of preparation time (review of case materials)	\$1,450.00
	Additional hours of preparation time.	\$725.00/ hour*
	Portal to portal.	\$725.00/hour*
	Per Diem (per current year GSA rates for the area)	TBD AT TIME OF SERVICE
	Hotel/Travel Accommodations provided by client	TBD AT TIME OF SERVICE
7c	Deposition, Court Room Testimony, and Travel Fee - RFC Staff (Investigators, Autopsy Technicians, Forensic Clerks, etc.)	
	Two hours minimum of preparation time (review of case materials)	\$700.00
	Additional hours of preparation time.	\$350.00/hour*
	Portal to portal.	\$350.00/hour*
	Per Diem (per current year GSA rates for the area)	TBD AT TIME OF SERVICE
	Hotel/Travel Accommodations provided by client	TBD AT TIME OF SERVICE
8	Facility Use Fee (for approved programs)	
· · ·	Facility Use Fee (conference room) per 4 hours	\$700.00
_	Facility Use Fee (conference room) per day	\$1,400.00
	Facility Cleaning Fee	\$225.00
9	Morgue Storage Fee	
	If a body that underwent an examination at the RFC is left in the morgue by a county, hospital or other institution over 10 business days after receiving a call that the body is ready for pickup, there is a per day fee. The fee will be assessed beginning at midnight following the 10th calendar d ay of the pickup call. The fee is assessed for the entire day beginning at midnight.	\$25/day
	If a client needs body storage only (i.e. no examination or testing).	\$25/day
10	Cremation Certification	\$40.00
11	Autopsy Report	\$30.00
12	CD of Autopsy Report-Records (Legal Requests)	\$50.00
13	Knox County Regional Forensic Center does not transport decedent s.	
	It is the responsibility of the requesting organization or funeral home if decedent has already been transferred there.	
14	Late payments, rejected payments:	
	Accounts past due 30-59 day s	\$35.00
	Account s past due 60-89 day s	\$45.00
	Accounts past due 60 days will not be able to receive approvals on requests for cremations or services from the RFC until bill is paid in full.	
*	All hourly rates are billed at the first quarter into an hour	

# AGREEMENT BETWEEN PROFESSIONAL SERVICE PROVIDER AND COVENANT HOMECARE HOSPICE

THIS AGREEMENT (the "Agreement") is effective as of the Effective Date listed on the signature page hereof and is by and between COVENANT HOMECARE, a home care organization furnishing hospice services licensed in the State of Tennessee and located at 3001 Lake Brook Blvd., Suite 101, Knoxville, Tennessee 37909 ("Hospice"), and Anderson County EMS, an individual or organization licensed in the State of Tennessee to furnish the services described on Exhibit A and located at 314 Public Safety Lane PO Box 10 Clinton TN 37716 ("Consultant").

WHEREAS, Covenant Health HomeCare and Hospice has elected to receive hospice care from Hospice;

WHEREAS, Hospice wishes to engage Consultant to furnish certain services to Patient; and

WHEREAS, Consultant is ready and willing to furnish such services to Patient under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Hospice and Consultant agree as follows:

- 1. <u>Services.</u> Consultant shall furnish to Patient the services described on <u>Exhibit A</u> (the "Services") in accordance with current professional standards and consistent with the requirements of applicable law. All Services shall be provided in a nondiscriminatory manner without regard to race, color, national origin, or disability. The parties shall coordinate Patient's care as described in <u>Exhibit A-1</u>; however, Hospice shall retain professional, administrative, fiscal and oversight responsibility for the Consultant staff and Services provided under this Agreement and shall coordinate, supervise, and evaluate all such Services.
- 2. <u>General Covenants of Consultant.</u> Consultant represents and warrants that Consultant has the necessary licenses, certifications, and/or registrations to furnish the Services in the State of Tennessee. Consultant shall (and shall ensure its personnel) continuously comply with the following requirements and obligations throughout the term of this Agreement:
- a. Maintain the necessary licenses, certifications, and/or registrations to furnish the Services in the State of Tennessee:
- b. Provide the Services only as ordered by a physician, as expressly authorized by Hospice, and in accordance with the Patient's plan of care;
- c. Ensure the Services are furnished in a timely, safe, competent and effective manner on the dates and times needed by Patient;
- Participate in the development of the Patient's plan of care with the attending physician;
- e. Conform to all applicable Hospice policies and procedures and document provision of the Services in compliance with Hospice's communicated requirements;
- f. Ensure all Consultant personnel furnishing any of the Services: (i) are qualified to furnish such Services, have a current license, certification, and/or registration to furnish the Services in the State of Tennessee, and only furnish services within the scope of such license, certification, and/or registration; (ii) have been subject to criminal background checks covering the previous seven (7) years, and have not been found to have engaged in improper or illegal conduct relating to the elderly, children or vulnerable individuals, or to any of the Services to be provided under this Agreement; (iii) meet all health requirements standard in the industry, as specified by Hospice; (iv) have been subject to appropriate and

lawful substance abuse testing, and have not been found to have engaged in substance abuse; (v) have received training and are provided with necessary equipment and supplies to meet infection control performance guidelines issued by the Occupational Safety and Health Administration and the Centers for Disease Control; (vi) are regularly tested for competence in performance of requested services and are evaluated in performance; and (vii) comply with Hospice's, and state or federal. personnel qualification requirements (including without limitation, the requirements set forth at 42 CFR § 418.114, which are incorporated herein by reference). Upon request, Hospice shall furnish Consultant with evidence of the foregoing;

- g. Submit clinical notes as requested by Hospice and document that Services are furnished in accordance with this Agreement;
- h. Cooperate with Hospice by preparing, maintaining, and submitting such records to assure Hospice will be able to meet the requirements for participation and payment associated with governmental and/or private third party payment programs or plans, including without limitation, Medicare;
- i. Participate in Hospice's quality improvement; performance improvement, and training programs;
  - j. Schedule visits and conduct Patient evaluations as requested by Hospice; and
- k. Meet all applicable accreditation, payer, and billing requirements relative to the Services (e.g., all durable medical equipment suppliers must meet the Medicare DMEPOS Supplier Quality and Accreditation Standards).

Consultant shall notify Hospice immediately in the event Consultant's license, certifications, and/or registrations to furnish the Services in the State of Tennessee is suspended or revoked.

- 3. <u>Independent Contractor</u>. Hospice and Consultant are independent contractors in relation to one another. Neither this Agreement nor any part of it shall be construed to constitute the formation of a partnership, joint venture, employment, or master/servant relationship.
- 4. <u>Compensation</u>. Consultant shall submit monthly invoices to Hospice for the Services, and Hospice shall pay Consultant for the Services consistent with the rates set forth in <u>Exhibit B</u>. Consultant shall accept payment from Hospice for the Services as payment in full and shall not charge or collect for the Services from any other party, including Patient or any third-party payer. Hospice shall pay all undisputed amounts to Consultant within thirty (30) days of receipt of invoice.

#### 5. Insurance; Indemnification.

a. Throughout the term of this Agreement and for a period of four (4) years after termination of this Agreement, Consultant shall maintain professional liability insurance covering Consultant and each of its personnel furnishing the Services with minimum limits of coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate. Further, throughout the term of this Agreement and for a period of four (4) years after termination of this Agreement, Consultant shall maintain general liability insurance with minimum limits of coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate for damages arising as a result of personal injury or death caused in whole or in part by any act or omission of Consultant or any its personnel. Consultant shall furnish to Hospice certificates of insurance demonstrating the coverage required by this Section on execution of this Agreement. Hospice shall be provided at least thirty (30) days advance written notice prior to any cancellation, nonrenewal, or material change in such coverage. If either the professional or general liability insurance is of the claims-made type and is subsequently canceled or otherwise terminated, Consultant shall obtain and maintain, tail insurance covering acts or omissions during the term of this Agreement. Said tail insurance shall be maintained in effect for a minimum of four (4) years following the last date on which Services were rendered under this Agreement.

- b. Consultant shall indemnify and hold Hospice harmless from any and all claims of liability arising out of the negligent or intentional acts or omissions of Consultant, its employees, subcontractors, personnel, or agents.
- c. Hospice shall indemnify and hold Consultant harmless from any and all claims or liability arising out of the negligent or intentional acts or omissions of Hospice, its employees and/or its agents.

## 6. <u>Term and Termination</u>.

- a. This Agreement shall be effective and the term hereof shall commence as of the Effective Date described on the signature page hereof, and unless sooner terminated as hereinafter provided, shall continue for a period of one (1) year from and after such date. Thereafter, this Agreement shall automatically renew for successive one (1) year terms.
- b. Either party may terminate this Agreement at any time during the term of this Agreement upon thirty (30) days prior written notice to the other party.
- c. Either party shall have the right to terminate this Agreement if the other party shall breach or default in a material respect in the performance of its duties or obligations hereunder and such material breach or default shall continue for a period of more than thirty (30) days after written notice of such event is given by the nonterminating party.
- d. This Agreement shall automatically terminate without notice upon (i) the revocation or suspension of Consultant's license, registration, or certification to furnish the Services in the State of Tennessee, (ii) the charging or conviction of Consultant or its principals of a felony, or (iii) the exclusion of Consultant from any governmental health care program.
- Hospice shall have the right to terminate this Agreement immediately upon notice to Consultant in the event (a) either Hospice has received an opinion of its counsel that, by reason of the terms or existence of this Agreement, Hospice, Covenant Health or any other entity under the direct or indirect control of Covenant Health (an "Affiliate") or their directors, officers or employees might (i) suffer the loss of tax-exempt status or incur excise taxes under "intermediate sanctions" regulations, (ii) lose the right to participate in Medicare, TennCare (Medicaid) or other governmental reimbursement programs, or (iii) otherwise be in violation of any law, rule or regulation, and (b) Hospice and Consultant are unable to promptly reach an agreement on amendments to this Agreement that, in the opinion of such counsel, would serve to cure such violations and eliminate such risks on the part of Hospice, its Affiliates and/or their directors, officers or employees. If any legislative, judicial, administrative or regulatory change or termination, whether federal or State, which has or will have a significant or adverse impact on any party hereto in connection with the performance of its obligations, or should any party be deemed for any reason to be in violation of any federal or State law or regulation affecting the performance of this Agreement, the parties agree to renegotiate this Agreement in good faith to comply with the then current law, and if they are unable to do so within thirty (30) days, this Agreement shall automatically terminate. Neither party shall make or receive any payment that would be prohibited under State or federal law.

### 7. Compliance.

- Covenant Health Integrity-Compliance Program. Consultant acknowledges a. that Covenant Health and its affiliates, including Hospice, have adopted an integrity-compliance program. Consultant agrees to perform the Services and under this Agreement in a manner that is consistent with the requirements of such program. Hospice has provided or made available to Consultant a copy of its code of conduct, and Consultant understands that the principles and requirements of the guide apply to all of its dealings with Covenant Health and its affiliates. Consultant acknowledges that such compliance program includes not only requirements for compliance with legal requirements, but also ethical standards that apply to employees of Covenant Health and its affiliates, including, without limitation, restrictions on acceptance of gifts, benefits, meals, lodging, travel, and other perquisites from vendors and suppliers. Consultant shall inform those employees, agents, and subcontractors who perform the Services under this Agreement or otherwise are responsible for Consultant's business dealings of the applicable requirements of the code of conduct. Neither Consultant nor any of its employees, agents, or subcontractors shall violate or deviate from such code of conduct in any business dealings with Covenant Health, its affiliates, or the employees or agents of any of them, including, without limitation, by offering inappropriate gifts, benefits, meals, lodging, travel, or other perquisites.
- b. Disclosure and Reporting of Compliance Violations. Should Consultant obtain information that reasonably leads it to believe there has or may have been a violation of law or of Covenant Health's compliance program by Covenant Health, its affiliates, or any employee or agent of any of them, Consultant shall promptly report and disclose the same to the Covenant Health Integrity-Compliance Office and provide such Office with all information related to such belief. Consultant shall cooperate with the Integrity-Compliance Office in any investigation related to any compliance matters or other actions taken pursuant to Covenant Health integrity-compliance program.
- c. Conflict of Interest Policy. Consultant acknowledges that Covenant Health and its affiliates have adopted a conflict of interest policy and represents and warrants that it has disclosed to Covenant Health's Integrity-Compliance Office any conflict of interest related to this Agreement known to Consultant arising from any officer, director, or employee of Covenant Health or its affiliates having any ownership, financial or other interest in, or arrangement with, Consultant through which any of such persons might personally benefit under or by reason of this Agreement.
- d. Disclosure to Government. Nothing in this Agreement is intended nor shall be construed as limiting in any way the right of Consultant to report or disclose to any governmental agency or personnel any information that Consultant is obligated to disclose to the Covenant Health Integrity-Compliance Office pursuant to this Agreement. Consultant agrees, however, to promptly disclose to such Office (a) that a disclosure regarding actual or potential violations of law has been made to a governmental agency or personnel by any officer, director, shareholder, physician employee or management-level employee of Consultant ("Consultant Management"); (b) that it has learned or has reason to believe that such a disclosure has been made by a Consultant employee, subcontractor, or agent who is not a member of Consultant Management; or (c) that any of Consultant's employees, subcontractors, or agents has been questioned by government personnel regarding Covenant Health, any of its affiliates, or any of their employees or agents. Notwithstanding the preceding, Consultant shall have no duty to make any disclosure to the Covenant Health Integrity-Compliance Office that is specifically prohibited or restricted by court order, by a directive of governmental personnel, or by applicable law.
- e. No Referral Inducement. No part of this Agreement is intended to induce, encourage, solicit, compensate for (either directly or indirectly, on either an in-cash or an in-kind basis) or reimburse for referrals for, or the purchase, lease, order, arrangement (or recommending the same) of, any items or services, including any items or services funded in whole or in part by a state or federal health

care program. No payment made under this Agreement shall be in return for or to induce the referral for items or services, or in return for or to induce the purchase, lease, order, or arrangement (or recommending the same) of items and services, including those paid in whole or in part by state or federal health care programs. The parties hereto acknowledge and agree that the items or services for which the parties have contracted hereunder do not exceed those that are reasonable and necessary for the legitimate business purposes of the arrangement contemplated herein and that the amount paid or payable for such items or services is a fair market value amount.

- f. No Exclusion/Debarment. Consultant represents and warrants that (a) Consultant is not currently excluded, debarred or otherwise ineligible to participate in any state or federal health care program or in any federal procurement or nonprocurement program and has not been convicted of a criminal offense related to the provision of health care items or services; and (b) none of Consultant's (i) directors, officers, partners or persons owning more than 5% of Consultant's equity interests or (ii) employees or agents who will directly provide services to Consultant or its patients under this Agreement, are currently excluded, debarred or otherwise ineligible to participate in state or federal health care programs or in federal procurement or nonprocurement programs, nor has any such person been convicted of a criminal offense related to the provision of health care items or services. Consultant agrees to disclose to Consultant any threatened or actual debarment, exclusion, or other event or circumstance that makes or may make Consultant or any of such persons ineligible to participate in a state or federal health care program or federal procurement or nonprocurement program, promptly after receiving notice of such event or circumstance. Consultant shall have the right to terminate this Agreement upon written notice to Consultant in the event of any such debarment, exclusion, or other action.
- g. Compliance with Laws, Rules, and Regulations. Consultant shall comply with all laws, rules, and regulations applicable to or dealing with performance of services or the provision of goods under this Agreement.
- h. Employees, Agents, and Subcontractors. Consultant shall require its employees, agents, and subcontractors to, and shall be responsible for any failure by such persons to, observe and comply with the requirements of this Agreement.
- i. Effect of Noncompliance. Consultant acknowledges that any failure on its part or the part of its employees, agents, or subcontractors to comply with the requirements of this Agreement may seriously and adversely affect Covenant Health and/or its affiliates, including Hospice. Consultant shall indemnify and hold Covenant Health and its affiliates (including Hospice) harmless from any damages (including consequential damages), liabilities, or costs (including attorney fees and court costs) arising from or related to any failure by Consultant, or its employees, agents, or subcontractors, to meet the obligations under this Agreement.
- j. Deficit Reduction Act of 2005. Consultant acknowledges that Hospice has provided Consultant with a copy of its policy regarding Employee Education about False Claims Recovery (Deficit Reduction Act of 2005), and Consultant agrees to abide by the same as to the work Consultant performs for Hospice. Additionally, Consultant shall disseminate such policy to Consultant's employees and require that its employees abide by the same.
- k. Medicare Audit Language. In accordance with 42 C.F.R. Part 420, Subpart D, Consultant shall allow the Comptroller General of the United States, the U.S. Department of Health and Human Services, and their duly authorized representatives access to this Agreement and Consultant's books, documents, and records for the term of this Agreement and the four (4) years following termination of this Agreement. Consultant shall provide Hospice with notice of any such request for access within ten (10) days of receipt of such a request. If Consultant carries out any duties of this

Agreement through a permitted subcontract with a related organization, such subcontract shall require that the subcontractor make available to the Comptroller General of the United States, the U.S. Department of Health and Human Services, and their duly authorized representatives the subcontract and the subcontractor's books, documents, and records for the term of the subcontract and the four (4) years following termination of such subcontract and that such subcontractor shall provide Hospice with notice of any request for such access within ten (10) days of receipt of such a request.

- 8. Entire Agreement; Waiver. This Agreement sets forth the entire understanding of the parties regarding the subject matter hereof, and there are no other agreements prior to or contemporaneous with this Agreement that are not embodied herein. This Agreement supersedes all prior proposals, representations, communications, negotiations, and agreements between the parties, whether written or oral, with respect to the matters provided for herein. Any waiver of any provision or right by a party must be in writing; and all prior and contemporaneous understandings, agreements and representations, whether oral or written, with respect to such matters are superseded. The waiver of any breach of this Agreement by either party hereto shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement.
- Assignment; Binding Effect. Except as specifically provided herein, neither party may assign any rights under this Agreement or delegate or subcontract any obligations or duties without the other's prior written consent. Notwithstanding the foregoing, Hospice may assign, delegate, or transfer the Agreement upon notice to Consultant to another corporation or entity affiliated with Hospice if (a) said corporation has the requisite power and authority to perform the obligations of Hospice set forth herein, and (b) such assignment, delegation, or transfer will not materially affect services to the Patient. Additionally, Consultant may subcontract with a third party to deliver the Services hereunder if necessary to assure adequate Consultant coverage under this Agreement if: (1) said third party has the requisite power and authority to perform the obligations of Consultant set forth herein, (2) such subcontract will not materially affect services to the Patient; and (3) said third party signs an acknowledgment and agreement to be bound by the terms of this Agreement. All the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties.
- 10. <u>Notices</u>. Any notice, demand or communication required, permitted or desired to be given hereunder, shall be deemed effectively given only when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as described on the signature page hereof or to such other address and to the attention of such other person(s) or officer(s) as either party may designate by written notice provided in accordance with this Section.
- 11. <u>Amendments and Agreement Execution</u>. This Agreement may be amended only by a writing signed by both parties. Further, this Agreement and any amendments hereto may be executed in multiple copies on behalf of Hospice and Consultant. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.
- 12. <u>Severability</u>. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- 13. Governing Law; Venue. This Agreement shall be governed in accordance with the laws of the State of Tennessee without regard to conflicts of law principles. Any litigated disputes relating to the performance, validity, or interpretation of this Agreement shall be litigated exclusively in the courts of Knox County, Tennessee.

- 14. <u>Business Associate Addendum.</u> The parties acknowledge and agree that the terms of the HIPAA Business Associate Addendum, attached hereto as <u>Exhibit C</u> and incorporated herein by reference, shall apply to the duties and obligations of Consultant hereunder, including the Services performed by the Consultant.
- 15. <u>Nonsolicitation.</u> Unless otherwise agreed to by Hospice in a signed writing, Consultant shall neither hire, contract, nor solicit the employment or contracted services of any of Hospice's personnel, including any Hospice staff, during the term of this Agreement and for a period of one (1) year after the date of termination of this Agreement.
- 16. <u>Survivability</u>. Each party hereto shall remain liable for any obligations and liabilities arising from activities occurring prior to the effective date of termination. The covenants and obligations set forth in this Agreement which by their terms or implications are intended by the parties to continue in effect after termination of this Agreement, including without limitation, <u>Sections 5(a)-(c)</u>, <u>Sections 7(b)</u>, (d), (h)-(i), and (k); <u>Sections 14-15</u>, and the HIPAA Business Associate Addendum attached as <u>Exhibit</u> C, shall survive termination and shall remain in effect and enforceable by the parties.
- 17. <u>Corporate Authority.</u> Each party warrants that the person whose signature appears below has the authority to bind such party by such signature to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, Hospice and Consultant have executed this Agreement effective as of <u>03/31/2022</u> (the "Effective Date").

COVENANT HOMECARE	
By:	Ву:
John Huskey	Printed Name:
Title: President	Title:
Address: Covenant HomeCare 3001 Lake Brook Boulevard Knoxville, TN 37909-1100 Attn: President	Address:  Anderson County EMS  314 Public Safety Lane P O Box 10 Clinton TN 37716  Attn: Nathan Sweet
Provider No.: 44-1542 HOSPICE	Social Security/ Tax ID No.: 62 -60 00477  CONSULTANT

# EXHIBIT A

# Services

Services.	Consultant shall furnish the following Services:	
_Non Em	ergency Transport	

### Exhibit A-1

### RESPONSIBILITIES CHECKLIST

This checklist details and delineates the responsibilities for coordination of Patient's care by both Hospice and the Consultant signing this agreement. An "X" within the appropriate column indicates responsibility.

	CONSULTANT	COVENANT HOMECARE HOSPICE
PATIENT ACCEPTANCE AND/OR ASSIGNMENT		
Admission Process		Х
Patient Assessment / Reassessment		Х
Coordination of Care		Х
Care Plan Development by Unit Leader / Interdisciplinary Team		Х
Plan of Treatment (485)		Х
Obtaining Physician Orders (Supplemental)		Х
ONGOING PATIENT CARE	*****	
<ul> <li>Visit Records (Documentation of Clinical Activities)</li> </ul>		X
<ul> <li>Interdisciplinary Communication (IDC / Patient Care Conferences)</li> </ul>		Х
Discharge Planning/Instructions		Х
SUPERVISION/EVALUATION		
Supervision of Staff Providing Care	Х	Х
Evaluation of Patient's Response to Care		Х
Scheduling of Visits		Х
Process Improvement Activities and Participation		Х

Consultant shall comply with applicable Hospice policies and procedures, participate in above activities and provide documentation of care in the timeframes indicated by Hospice. Hospice shall assure the continuity of Patient/family care in home, outpatient, and inpatient settings.

## Exhibit B

# Compensation

Description	Rate
BLS, Non Emergency Transport A0428	@ \$232.60
ALS, Non Emergency Transport A0426	@ \$279.12
ALS and BLS Mileage	@ \$7.86
*Medicare Allowable Rates	



## State of Tennessee Contract Quote Sheet

Issued Under:

# SWC 400 Multifunction Devices

Contract #: 62117

#### QUOTE AND PURCHASE ORDER DOCUMENT

	Name: Anderson County Dept: Finance Department	Customer Name: Dept:			
Co	ontact: 100 N Main Street	Contact:			
	Idress: Suite 210	Address:			
	ate/Zip: Clinton, TN 37716	City/State/Zip:			
	Phone:	Phone:			
	Email:	Email:			
lame		r Contact (if different from above):  Email:  ck Up Current Copier if Completed:			
Anka	CSA to Pie	k Up Current Copier if Completed:			
viake	: Model:	Serial #:	-		
_	Black & White G	oup IV - Canon IRADV DX 6860I (55 CPM)			
ty _	Model Description - Base Cor		em ID		
1	Canon IRADV DX 6860I MONTHLY REN Cost Per Copy Charges apply	TAL 4963C0	002		
	Equipment Maintenance cost per copy/print includes toner and staples:				
	B/W CPC: \$ 0.0028				
Z	ACCESSORIES (INCLUDED WHEN QU	ANTITY NOTED):			
	STAPLE FINISHER-AB1	3999C0	02		
	BUFFER PASS UNIT-P1	4003C0			
	CASSETTE FEEDING UNIT-AQ1	4030C0			
	HIGH CAPACITY CASSETTE FEEDING				
IF	PAPER DECK UNIT-E1	0607C0	0.1000.11		
	2/3 HOLE PUNCHER UNIT-A1	0126C0			
	SUPER G3 FAX BOARD-AX1	3998C0			
5	DADD COANNED/FOLLOWING DOWN				
5	CARD-SCANNER/FOLLOW-ME-PRINT FRACKING SOFTWARE	3575B6 3575B4	11(11) (82)		

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

Send Signed Purchase Canon Solutions America, Inc.
Order or Email Attn.

Acknowledgement to: 402 BNA Drive, Ste. 360

Nashville, TN. 37217

<u>Send Payments To:</u> Canon Financial Services, Inc. 14904 Collections Center Drive

Chicago, IL 60693

23-0012

## ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD

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

requests to surplus property as detailed below.

This form should be emailed to Surplus@andersontn.org

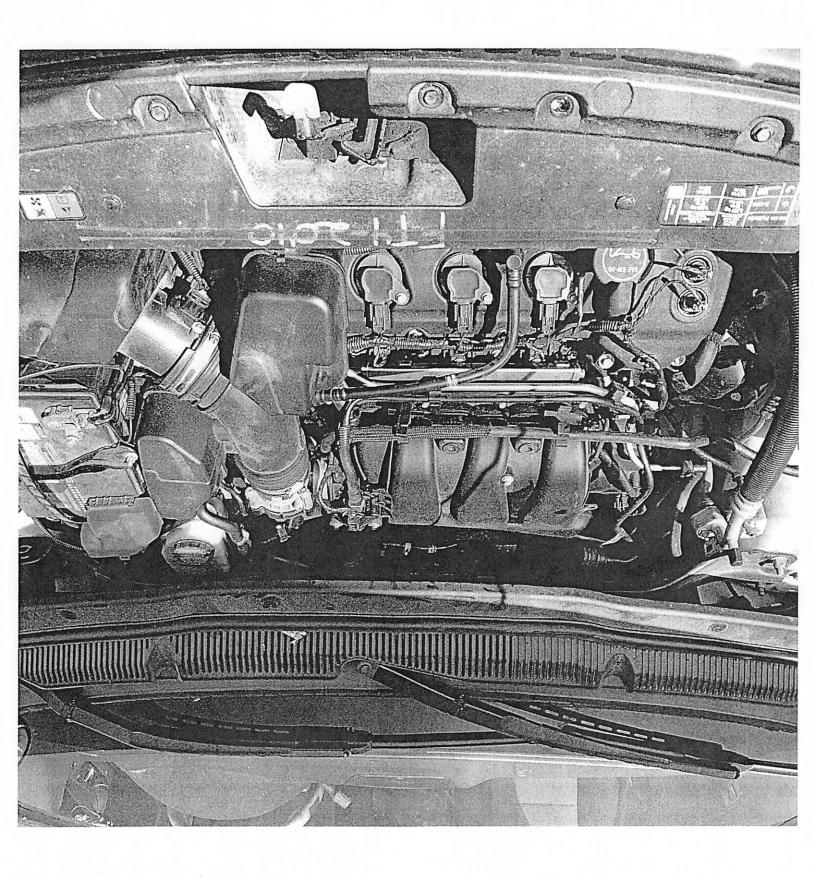
Sheriff's Department

(Department)

	of Department Head/Elected Offic	ial .		Date	
Asset Tag Number (N/A if no Tag).	Property Description (Vehicles - list Year, Make, M and Location)		Serial Number/ VIN Number (N/A if no Serial No.)	Property Condition (Working, inoperable, unknowr	
	2014 Ford Explorer	1FN	//5K8ARXEGB8544	0 Operable	
Fun Fun	d #: Drug Fund d Description:	Govde Date: Sale	asing Office Use Oneals ID#:  Amount: \$Oremoved from Asset	<b>0.</b>	
To:	nsfer Property (Department)				
Sigr	nature of Receiving Department F	lead/Ele	cted Official	Date	
	Trade In Purchase Order Number of Trade in:				
Stol	len or Lost (Attach copy of Police	e Report	)		
Pro	perty Destroyed (Attach explana	ation)			
ived by Purcha	asing Office: (Date)	<u> </u>	·		
ty Purchasina	Agent Signature:				

# **Vehicle Inspection Form**

Inventory ID:ACSO-4347	Asset Number:	Fair Market Value:					
Short Description: Year 2014 Make FORD	Model_	EXPLORER					
VIN: 1 F M 5 K 8 A R X E G B 8 5 4 4 0 Title Restriction: $\Box$ Y $\blacksquare$ N							
Odometer: 9 5 8 0 4	Odometer: 9 5 8 0 4 Miles  Kilometers Odometer Accurate  Y N:						
Long Description:							
	_	ine Runs Does Not Run For Parts Only					
Engine- Type: $3.7L, V_{\bullet}$	as Diesel Engine Propa	ne/Natural Gas					
Engine Condition: Runs Needs rep							
Repairs needed: MISSING REAR							
This vehicle was maintained every 5000							
		Available Not Available For Inspection					
<u>Transmission:</u> Automatic  Manua	lSpeed Condition:  Opera	ble 🗌 Needs repair 🔲 Is Unknown Condition					
Repairs Needed:	ALL VA						
<u>Drivetrain</u> : ☐ 2 Wheel Drive ☐ 4 Wh	eel Drive Condition: ALL W	HEEL					
Exterior: Color: WHITE		<u> </u>					
Minor: Dents Scratches Dings	Tire Condition GOOD	Tread: 50% #Flat Hubcaps #4					
Major Damage to:							
Additional Damage:							
	ed or Have been Removed &	& ☐ Impressions Remain ☐ No Impressions					
		les in the exterior  There are no holes					
Interior: Color GREY	☐ Cloth ☐ Vinyl ☐ Leather						
Damage to Seats: NO REAR SEAT	WAS A K9 VEHICL	E					
Damage to Dash/Floor: NO REAR D							
Radio: Stock or Brand & Model:		AM/FM AM/FM Cassette AM/FM CD					
■ AC (Condition: ■ Cold □ Unknown		Air Bags: 🗖 Driver's Side 🔳 Dual					
☐ Cruise Control ☐ Tilt Steering ☐ F	Remote Mirrors	rol					
Power: Steering Windows	Door Locks Seats						
Additional Equipment:							
Manufacturer Moo	del Serial #						
☐ Tool Box ☐ Light Bar ☐ Ladder Rad	ck 🗆 Utility Body: Brand	Hitch: Type					
Location of Asset: 308 PUBLIC SAFETY LANE CLINTON TN 37716							
For more information contact:  Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.							



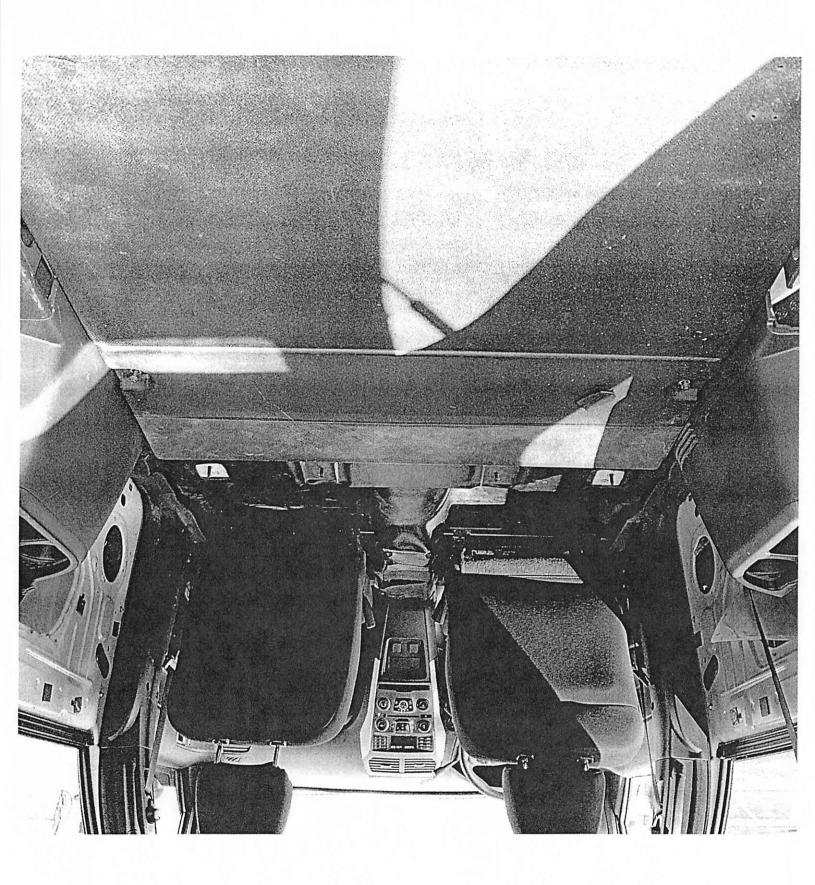




Trip Speedometer 風歌



95804.5 mi







7/11/20	022 11:49:38	AM		Vehicle Service His	story Repo	ort		Page 1
201	ff's Depar 4 Ford Pol IC 24 Valv	ice Intercep	tor Utility 3.	7 L 227 CID V6	Vin#	1FM5K8ARXEGE	885440 Lice	ense# 4347GF
Fle	et#	Fleet	: Vehicle#	Driver				
<u>Orgina</u>	al Date	<u>Type</u>	RO#-Shop	Reference	<u>Total</u>	Invoice Da	te <u>Odo In</u>	Odo Out
1/19/2	2022	Invoice	9721-1		\$321.99	1/19/2022	93719	93719
			Labor					
<u>Item</u>		<u>Category</u>	<u>Tech</u>	<b>Description</b>				
Guide			TD	SPARK PLUGS	Remove &	Replace		
Guide			TD	INTAKE MANIF UPPER INTAKE		ET Remove & Rep	blace	
			<u>Parts/</u>	Tires/Wheels/Ch	arges			
Mfg -	<u>Item</u> WHY		<u>ion</u> ER CONCERN NGINE LIGHT.	<u>Category</u>		Oty UOM 1	Condition	<u>Item Type</u> Note
-	SP520	SPARK PI	LUGS			6		Part
-	MS19931	MANIFOL	.D GASKET SET			1		Part
			Sublet					
<u>Item</u>		<u>Descript</u>	<u>ion</u>	Category		<u>Note</u>	<u>s</u>	
Orgina	al Date	<u>Type</u>	RO#-Shop	<u>Reference</u>	Total	Invoice Dat	e Odo In	Odo Out
1/14/2	2022	Invoice	9718-1		\$55.00	1/14/2022	93617	93617
			Labor					
<u>Item</u>		Category	<u>Tech</u>	<b>Description</b>				
DIAGSCAN DIAGNOSTIC RB SCAN AND DIAGNOSE VEHICLE P0300: RANDOM MISFIRE.								
				<u>Tires/Wheels/Ch</u>	<u>arges</u>			
Mfg -	<u>Item</u> WHY		<u>ion</u> ER CONCERN NGINE LIGHT IS	Category  S ON.		Qty UOM 1	Condition	<u>Item Type</u> Note
			Sublet					

Category

<u>Notes</u>

<u>Item</u>

**Description** 

7/11/20							Page 2		
Orgina	al Date	<u>Type</u>	RO#-Shop	Reference	Total	<u>!</u>	nvoice Date	Odo In	Odo Out
1/5/20	22	Invoice	9686-1		\$95.94		1/6/2022	93362	93362
<u>Item</u> Guide		Category	<u>Tech</u>	Description	OR ASSEMB	BLY Re	emove & Repla	эсе	
			Parts/	Tires/Wheels/Ch	arges				
<u>Mfg</u> 	<u>Item</u> 2311827	<u>Descrip</u> BLOWER	tion R MOTOR	<u>Category</u>		<u>Qty</u> 1	<u>UOM</u>	Condition	<u>Item Type</u> Part
-	WHY		IER CONCERN IER STATES TH	E BLOWER MOTOR SF	PEED UP AN	1 ID DO	WN OWN ITS	ON	Note
			<u>Sublet</u>	<b>‡</b>					
<u>Item</u>		Descrip	tion	Category			<u>Notes</u>		

2

7/11/20	22 11:49:38 A	М	\	/ehicle Service His	story Report			Page 3
Orgina 11/10/	al <u>Date</u> /2021	<u>Type</u> Invoice	RO#-Shop 9566-1	Reference	<u>Total</u> \$1,249.79	Invoice Da 11/16/202		<u>Odo Out</u> 92372
<u>Item</u> ProDer	mand	Category	<u>Labor</u> <u>Tech</u> SS	<u>Description</u> WATER PUMP	Remove & Rep	olace		
ProDer	mand		SS	A/C COMPRESS	SOR DRIVE BE	LT Remove &	Replace	
LOFSY	N	PREVENTATI		REPLACE OIL F AND CABIN FII STICKER	ETIC MOTOR OIL, ICABLE. INSPECT AIR PLY REMINDER			
Mfq	<u>Item</u>	Descrin		ires/Wheels/Ch Category		ty UOM	Condition	<u>Item Type</u>
<u>-</u>	PW657							Part
-	MS19931	MANIFO	OLD GASKET SET	1				Part
-	AT4Z6279I	E VCT ACT	TUATOR BOLT	1				Part
-	AT4Z6279I	O VCT ACT	TUATOR BOLT		Part			
-	67616	TIMING	COVER SET			Part		
-	VS50722	VALVE C	COVER GASKET			1		Part
-	6PK1140	SERPEN	TINE BELT			1		Part
-	38485	BELT DE	RIVE TENSIONER			1		Part
-	COOLANT	COOLAN	JT			2		Part
-	4800	BRAKE (	CLEANER			2		Part
-	5W20BULK 5W20 SYN BLEND MOTOR OIL					6		Part
			Sublet					
<u>Item</u>		<u>Descrip</u>	otion <u>C</u>	ategory		<u>Note</u>	<u>!S</u>	

			<del></del>					
7/11/20	22 11:49:38	AM		Vehicle Service Hi	story Repo	ort		Page 4
Orgina	I Date	<u>Type</u>	RO#-Shop	Reference	<u>Total</u>	Invoice Da	te Odo In	Odo Out
8/6/20	21	Invoice	9300-1		\$44.45	8/6/2021	89884	89884
			Labor					
<u>Item</u>		Category	<u>Tech</u>	<u>Description</u>				
LOFSY	N	PREVENTATI	IVE RB	drain and ri Replace oil	EFILL CRAN FILTER. LUI		EMIUM SYNTHE S WHERE APPL	ETIC MOTOR OIL, ICABLE. INSPECT AIR PPLY REMINDER
LABOR			RB	MISC. LABOR				
						O MAKE SURE TH CHECKED GOOD		JRE WAS GOOD AND
			Parts	NO LEAKS. EV Tires/Wheels/Ch		CHECKED GOOD	•	
<u>Mfg</u>	<u>Item</u>	Descrip		Category	3.00	Qty UOM	<b>Condition</b>	Item Type
FIL					1		Part	
-	5W20BULI	K 5W20 SY MOTOR	YN BLEND OIL			6		Part
			Suble	ţ				
<u>Item</u>		<u>Descrip</u>	<u>otion</u>	Category		Note	<u>es</u>	
Orgina	l Date	<u>Type</u>	RO#-Shop	<u>Reference</u>	<u>Total</u>	Invoice Da	te Odo In	Odo Out
5/11/2	021	Invoice	9076-1		\$31.55	5/11/2021	87229	87229
<u>Item</u> LABOR		Category	<u>Labor</u> <u>Tech</u> RB	<u>Description</u> MISC. LABOR				
Mfg -	<u>Item</u> 9005	<u>Descrip</u> HEADLIG	-	Tires/Wheels/Ch	arges	Oty UOM	Condition	<u>Item Type</u> Part
Item		<u>Descrip</u>		<u>Category</u>		Note	<u>es</u>	
				<del></del>			_	

7/11/20	22 11:49:38	AM		Vehicle Service His	story Repo	rt		Page 5
Orgina 1/25/2		<u>Type</u> Invoice	RO#-Shop 8820-1	Reference	<u>Total</u> \$24.95	<u>Invoice Da</u> 1/25/2021		<u>Odo Out</u> 84076
<u>Item</u> LOFSYI	V	<u>Category</u> PREVENTAT	<u>Labor</u> <u>Tech</u> TVE RB	DRAIN AND RE REPLACE OIL F	FILL CRANI	RICATE CHASSI	EMIUM SYNTH S WHERE APPI	ETIC MOTOR OIL, LICABLE. INSPECT AIR PPLY REMINDER
Mfg FIL	<u>Item</u> 7502	<u>Descri</u> FIL NAI FILTER	ption Pagold oil	<u>Fires/Wheels/Ch</u> <u>Category</u>	arges	Oty UOM	Condition	<u>Item Type</u> Part
-	5W20BUL	K 5W20 S MOTOR	SYN BLEND R OIL			6		Part
Itom		Descri	Sublet	Catagony		Note	ac .	
<u>Item</u>	I Data		RO#-Shop	<u>Category</u> <u>Reference</u>	<u>Total</u>	Invoice Da		Odo Out
Orgina 7/17/2		<u>Type</u> Invoice	8298-1	iveletence	\$403.22	7/17/2020		78436
	Item Cate LOFSYN PREV TIREMOUNT TIRE		<u>Labor</u> <u>Tech</u> TVE RB	DRAIN AND RE REPLACE OIL F	FILL CRANI FILTER. LUB LTER , TOP	RICATE CHASSI OFF ALL FLUID	EMIUM SYNTH S WHERE APPI	ETIC MOTOR OIL, ICABLE. INSPECT AIR PPLY REMINDER
<u>Mfg</u> -	<u>Item</u> 19260	<u>Descri</u> WIPER LEFT SI	<u>ption</u> BLADE	Fires/Wheels/Ch Category	arges	Oty UOM	Condition	<u>Item Type</u> Part
•	12220	TRICO RIGHT	WIPER BLADES SIDE.			1		Part
FIL	7502	FIL NAI FILTER	PAGOLD OIL			1		Part
-	5W20BUL	K 5W20 S MOTOR	SYN BLEND R OIL			6		Part
-	WASHERF D	LUI WASHE	R FLUID			1		Part
-	73202650	245551	YEAR EAGLE RS-A 8 RONT TIRES. <b>Sublet</b>			2		Part
<u>Item</u>		<u>Descri</u>		Category		<u>Note</u>	<u>es</u>	

7/11/20	22 11:49:38 A	 M	<del>-</del>	Vehicle Service His	story Report	t		Page 6
				D. (	T-4-1			04- 04
Orgina 2 (20 (2		<u>Type</u>	RO#-Shop	Reference	Total	Invoice Da		Odo Out
2/28/2	020	Invoice	7978-1		\$117.00	2/28/2020	72878	72878
			<u>Labor</u>					
<u>Item</u>		Category	<u>Tech</u>	<u>Description</u>				
LOFSY	<b>.</b>	PREVENTATIV	/E RB	DRAIN AND RE REPLACE OIL I	ND FILTER CHANGE SYNTHETIC EFILL CRANKCASE WITH PREMIUM SYNTHETIC I FILTER. LUBRICATE CHASSIS WHERE APPLICAB LTER, TOP OFF ALL FLUID LEVELS AND APPLY I			ICABLE. INSPECT AIF
LABOR			RB	MISC. LABOR				
			Dorte /	Tires/Wheels/Ch	araec			
Mfq	<u>Item</u>	Descript		<u>Category</u>		Qty UOM	Condition	Item Type
-	5W20BULK		N BLEND			6		Part
FIL	7502	FIL NAPA FILTER	GOLD OIL			1		Part
-	MX1611A	BRAKE PA	ADS			1		Part
			Sublet					
<u>Item</u>		Descript		Category		<u>Note</u>	<u>es</u>	
Orgina	l Date	<u>Type</u>	RO#-Shop	Reference	<u>Total</u>	Invoice Da	ite Odo In	Odo Out
1/27/2	020	Invoice	7894-1		\$253.88	1/27/2020	70724	70724
			Labor					
<u>Item</u>		Category	<u>Tech</u>	<b>Description</b>				
BATTER	RYREPLACE	ELECTRICAL	TD	R&R BATTERY REMOVE OLD I TERMINALS AN FOR PROPER E	ID BATTERY	TRAY, TEST ST	ARTING AND C	HARGING SYSTEM
LABOR			TD	MISC. LABOR TIRE PRESSUR	E LIGHT WAS	S ON, ADDED A	AIR TO THE TIR	RES.
			Parts/	Tires/Wheels/Ch	arges			
<u>Mfq</u>	<u>Item</u>	<u>Descripti</u>	ion M BATTERY	<u>Category</u>	<u>(</u>	Qty <u>UOM</u> 1	Condition	<u>Item Type</u> Part
-	UL65	1 5 (11)(0)						
-	UL65	, Barrino	Sublet					

7/11/20	)22 11:49:38 A	M	,	Vehicle Service His	story Report	<u>.                                    </u>			Page 7
Orgina	al Date	<u>Type</u>	RO#-Shop	Reference	<u>Total</u>	<u>lr</u>	voice Date	Odo In	Odo Out
5/13/2	2019	Invoice	7060-1		\$188.64	5,	/13/2019	66069	66069
			<u>Labor</u>						
<u>Item</u>		Category	<u>Tech</u>	<u>Description</u>					
BATTE	RYREPLACE	ELECTRICAL	RB	FOR PROPER E	BATTERY AN ND BATTERY ELECTRICAL I	TRAY	, TEST STAF	RTING AND (	CHARGING SYSTEM
<b>N</b> 46	Th	D i - 1		ires/Wheels/Ch		<u>٠</u> .	HOM	C	Ibana Tuma
Mfg -	Item BXT65850	<u>Descripti</u> MOTORCI	<u>ion</u> Raft Battery	Category	<u>'</u>	Qty 1	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u> Part
			<u>Sublet</u>						
<u>Item</u>		Descript	ion (	Category			<u>Notes</u>		

Not Drug Fund

# ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD

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

requests to surplus property as detailed below.

1 1

This form should be emailed to <a href="mailto:Surplus@andersontn.org">Surplus@andersontn.org</a>

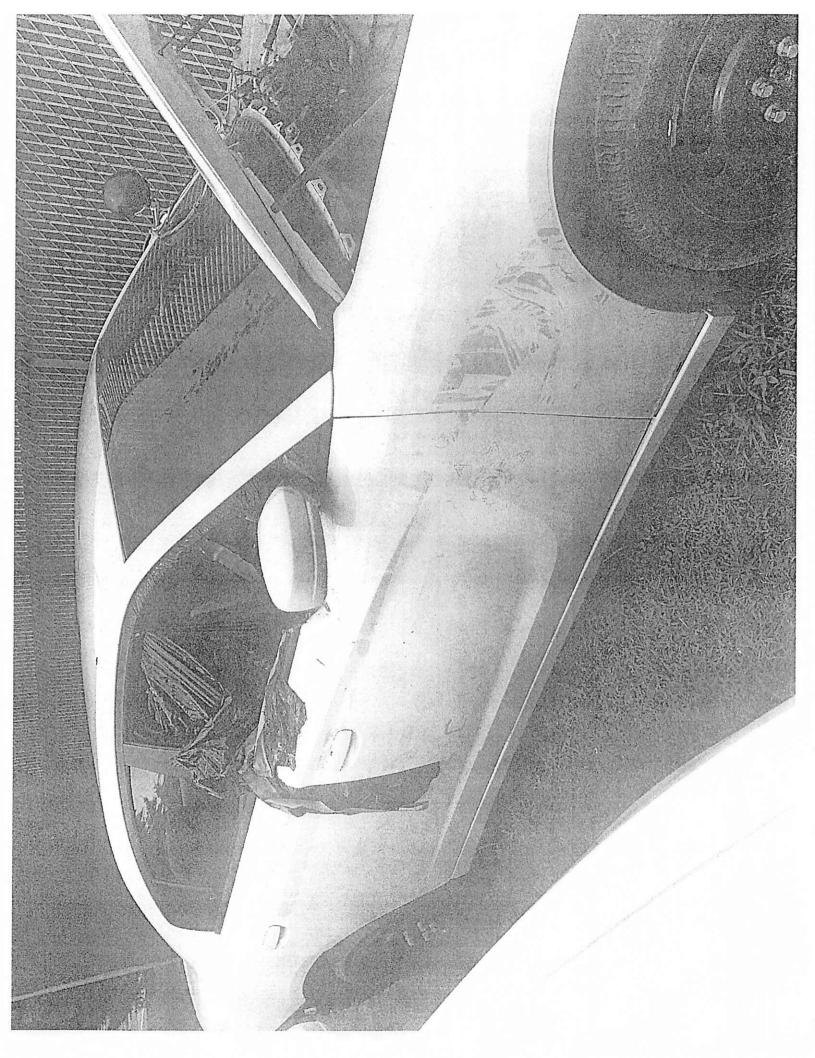
Sheriff's Department

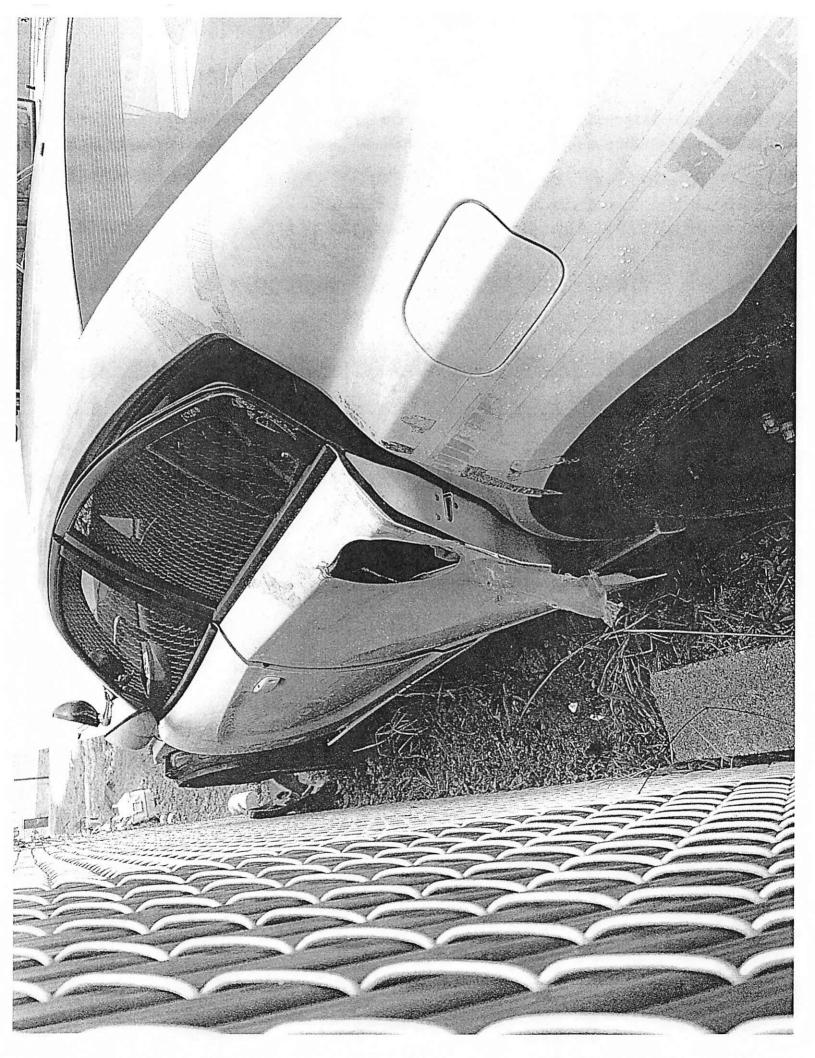
Asset Tag Number (N/A if no Tag).	Property Description (Vehicles - list Year, Make, Make		Serial Number/ VIN Number (N/A if no Serial No.)	(Working	Property Condition  inoperable, unknowr
	2015 DODGE CHARGER	2	2C3CDXKT2FH92	7754	PARTS ONLY
Attach additic	onal sheet(s) if necessary.				
	Property Disposition	on Metho	od (check applical	ble box)	
In	ternet Auction	Purcha	sing Office Use On	ly	
Fu	ınd #:	Date:	als ID#:		
Fu	and Description:	Sale Ar	mount: \$	Linkin	•
( <u>A</u>	ttach photos of item(s) to record)	Date re	moved from Asset	Listing:	<del></del>
Tr	ansfer Property				
To					
10	:(Department)			<del></del>	
Sig	gnature of Receiving Department H	lead/Elect	ted Official		Date
	ade In rchase Order Number of Trade in:				
Ste	olen or Lost (Attach copy of Police	Report)			
Pro	operty Destroyed (Attach explanat	tion)			
ived by Purcl	nasing Office:				
	(Date)				
v Durchasia	g Agent Signature:				
y i uiciiasiii(	y Agent Signature.				
v Disposition & Su					Day 1/20/2019

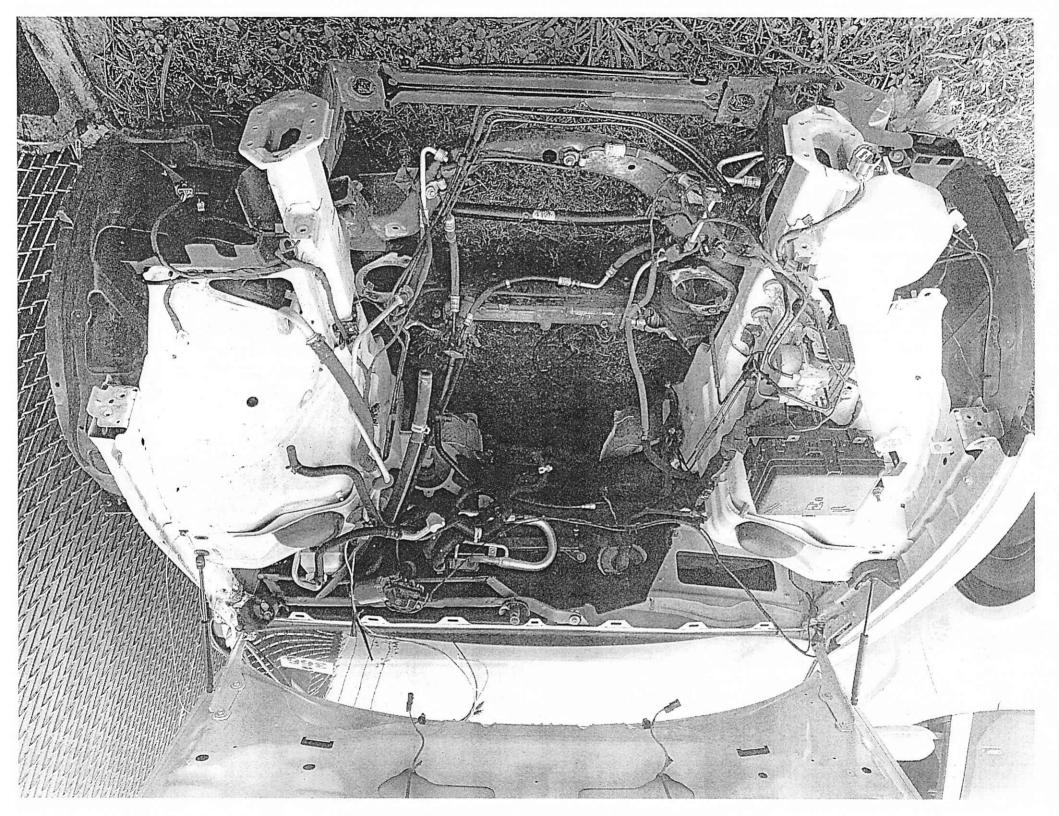
# **Vehicle Inspection Form**

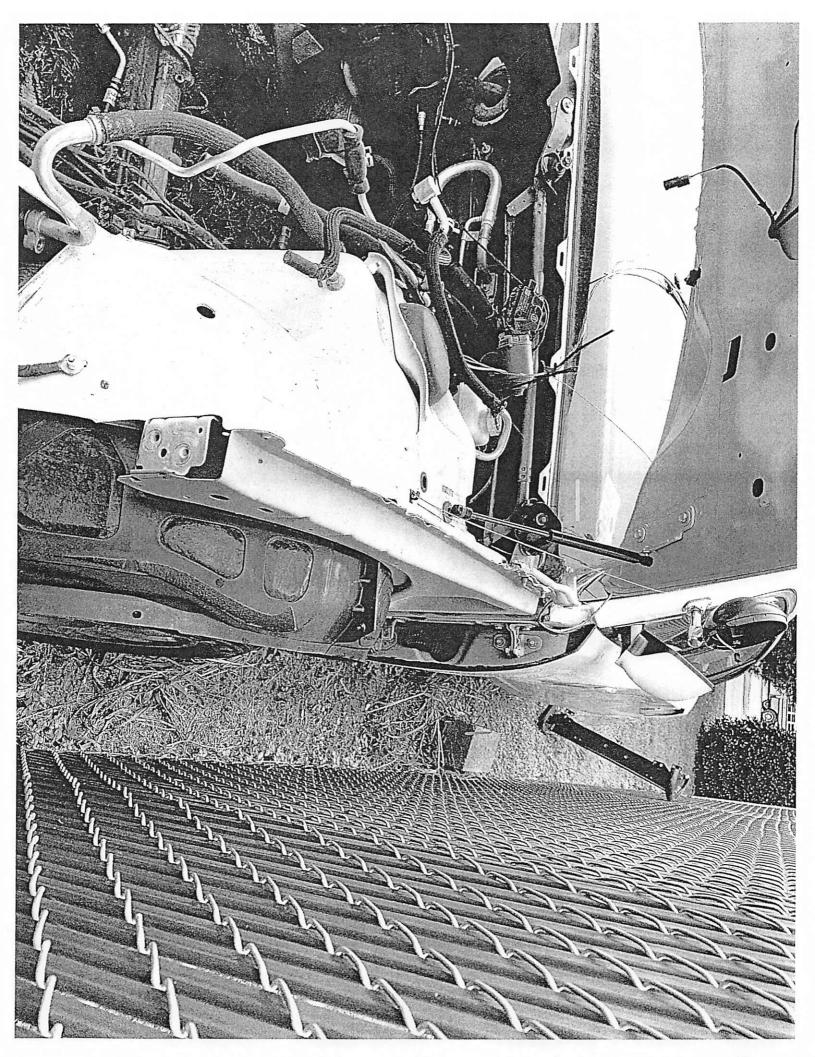
Inventory ID:ACSO-1578	Asset Number:	Fair Market Value:								
Short Description: Year 2015 Make DODG	E Model	CHARGER								
VIN: 2 C 3 C D X K Odometer: 9 9 9 9 9 9 9	T 2 F H 9 2 7	7 5 4 Title Restriction: $\square$ Y $\square$ N ometer Accurate $\square$ Y $\square$ N:								
Long Description:										
· ·	Boost & 🗌 Runs/Driveable 🗌 Eng	gine Runs 🗆 Does Not Run 🔳 For Parts Only								
1	•	ne/Natural Gas Gas/Electric Hybrid								
Engine Condition: ☐ Runs ☐ Needs re										
Repairs needed: ENGINE HAS BI	EN REMOVED									
This vehicle was maintained every 5000	Days 🗆 Hours 🗏 Mi	iles								
Date Removed From Service: 09/17/2	020 Maintenance Records:	Available Not Available For Inspection								
		ble 🗆 Needs repair 🗆 Is Unknown Condition								
Repairs Needed: TRANSMISSION	N HAS BEEN REMOVE	) (UEEL DD) /E								
Drivetrain: ☐ 2 Wheel Drive ☐ 4 Wh	neel Drive Condition: ALL W	HEEL DRIVE								
Exterior: Color: WHITE	Exterior: Color: WHITE Windows: No Cracked Glass Cracked PASS FRONT									
Minor: Dents Scratches Ding  Major Damage to: DRIVER FRON	Tire Condition: POOR  IT FENDER, DRIVER RE	Tread: 30% #Flat 2 Hubcaps #0 EAR DOOR,REAR BUMPER								
Additional Damage:										
Decals: None Have Been Spray	ed or Have been Removed	& Impressions Remain								
Emergency equip:   None   Has	been removed &  There are ho	les in the exterior  There are no holes								
Interior: Color GREY										
Damage to Seats: BOTTOM OF R										
Damage to Dash/Floor: MOST OF	THE INTERIOR HAS BE	EN REMOVED								
Radio: 🔳 Stock <u>or</u> 🔲 Brand & Model: _		AM/FM AM/FM Cassette AM/FM CD								
☐ AC (Condition: ☐ Cold ■ Unknow	n) 🗆 No AC	Air Bags: 🗌 Driver's Side 🔳 Dual								
☐ Cruise Control ☐ Tilt Steering ☐	Remote Mirrors 🔳 Climate Cont	rol								
Power: Steering Windows	Door Locks Seats									
Additional Equipment: NONE										
Manufacturer Mo	del Serial #									
☐ Tool Box ☐ Light Bar ☐ Ladder Ra	ck 🗆 Utility Body: Brand	Hitch: Type								
Location of Asset: 322 PUBLIC SAFI	ETY LANE, CLINTON, TN. 37716									
For more information contact:  Reminder: Do not close items on or surro		or Weekends. Stagger closing times by 10 minutes.								

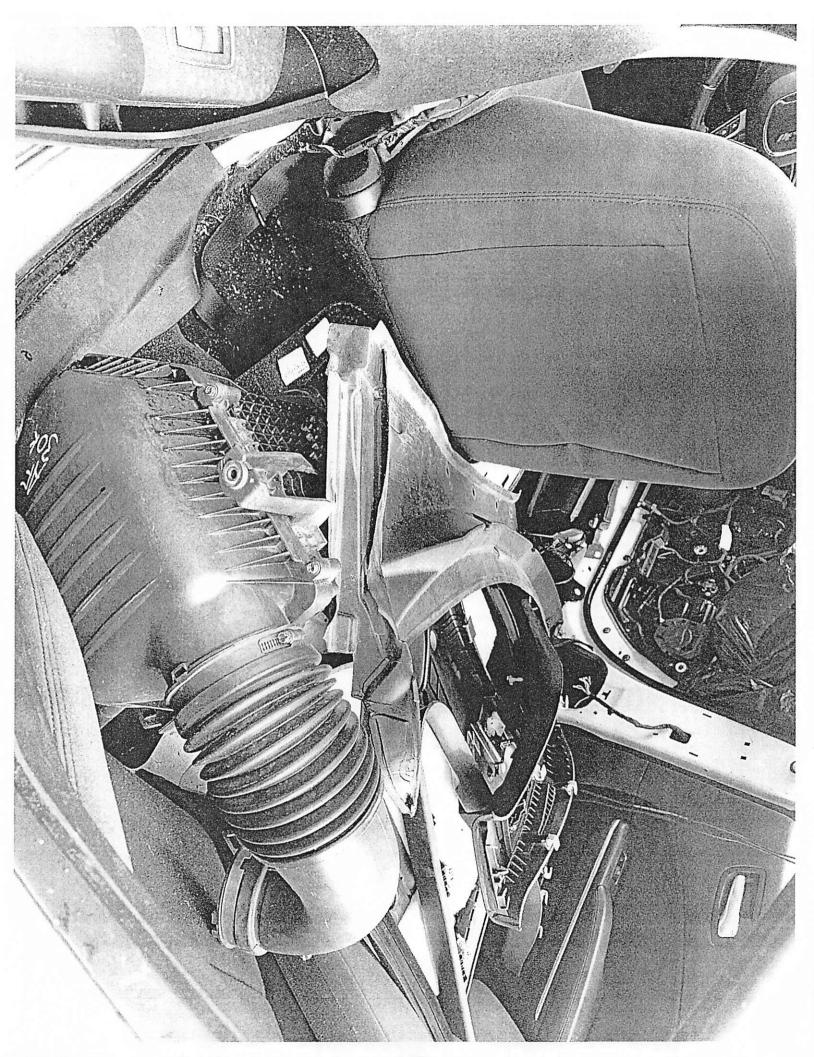












7/11/20	22 11:41:44 A			Vehicle Service His	story Repo	ort			Page 1
		harger 5.7 l	L <b>345 CID V8</b> t Vehicle#	Hemi 16 Valve Driver	Vin#	2C3CDX	KT2FH927	7754 Licer	nse# 1578GF
Orgina	l Date	Туре	RO#-Shop	<u>Reference</u>	Total Invoice Date		Odo In	Odo Out	
6/25/2	021	Invoice	9187-1		\$18.11	6/2	28/2021	0	0
	<del></del>	<del></del>	Labor					_	
<u>Item</u>		<u>Category</u>	<u>Tech</u>	<u>Description</u> Tires/Wheels/Ch	nargos				
Mfg	<u>Item</u>	Descrip	-	<u>Category</u>	<u>iai yes</u>	Qty	<u>UOM</u>	Condition	Item Type
-	134A	REFRIG		category		1	<u>0011</u>	CONCIDION	Part
			<u>Sublet</u>	<u>t</u>					
<u>Item</u>		<u>Descrip</u>	<u>tion</u>	<u>Category</u>			<u>Notes</u>		
Orgina	l Date	Туре	RO#-Shop	Reference	<u>Total</u>	Inv	oice Date	Odo In	Odo Out
6/8/20	20	Invoice	8186-1		\$445.74	6/8	3/2020	90077	90077
<u>Item</u> LABOR		Category	<u>Labor</u> <u>Tech</u> AS	<u>Description</u> MISC. LABOR TIME FOR CON	1PRESSOR	& RECO\	/er and ci	HARGE.	
			Parts/	Tires/Wheels/Ch	arges				
Mfg -	<u>Item</u> 6513192	<u>Descrip</u> NEW CO		<u>Category</u>		Qty 1	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u> Part
-	R134A	REFRIGU	JRANT			2			Part
			Sublet	•					
<u>Item</u>		Descrip	tion	Category			<u>Notes</u>		
Orgina	l Date	<u>Type</u>	RO#-Shop	Reference	<u>Total</u>	Inv	oice Date	Odo In	Odo Out
6/1/20	20	Invoice	8172-1		\$24.57	6/1	/2020	89222	89222
			Labor						
<u>Item</u>		<u>Category</u>	<u>Tech</u>	<u>Description</u>					
LOFSYN	N	PREVENTATI	VE TD	REPLACE OIL F	FILL CRAN	KCASE W BRICATE	/ITH PREM: CHASSIS V	IUM SYNTHE VHERE APPLI	TIC MOTOR OIL, CABLE. INSPECT AIR PLY REMINDER
				Tires/Wheels/Ch	<u>arges</u>				_
<u>Mfg</u> FIL	<u>Item</u> 7899	<u>Descript</u> Oil Filter	<u>tion</u> - Napa Gold	<u>Category</u>		Oty 1	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u> Part
-	5W20BULK	5W20 SY MOTOR (	'N BLEND OIL			6			Part
			<u>Sublet</u>						
<u>Item</u>		Descrip	tion	Category			<u>Notes</u>		

7/11/20	22 11:41:44 A	M		Vehicle Service His	story Repor	rt	· · · · · · · · · · · · · · · · · · ·	Page 2	
Orgina 2/28/2		<u>Type</u> Invoice	RO#-Shop 7975-1	Reference	<u>Total</u> \$393.29	Invoice Dat 2/28/2020	e <u>Odo In</u> 83302	Odo Out 83302	
		···	<u>Labor</u>						
<u>Item</u>		Category	<u>Tech</u>	<u>Description</u>					
LOFSY	N	PREVENTAT	IVE TD	DRAIN AND RE REPLACE OIL I	FILL CRAN		MIUM SYNTHI WHERE APPL	ETIC MOTOR OIL, ICABLE. INSPECT AIR PPLY REMINDER	
ProDer	nand		TD	Brakes (where	in, lube and, applicable). ick Wheel Be	or replace Brake earings (where ap		necessary. Adjust	
TIREM	OUNT	TIRE	TD	MOUNT AND BALANCE TIRE BOT FRONT					
			<u>Parts/</u>	Tires/Wheels/Ch	arges				
Mfg -	Item Description  5W20BULK 5W20 SYN BLEND  MOTOR OIL  7899 Oil Filter - NAPA Gold		YN BLEND	<u>Category</u>		Oty UOM 7	<u>Condition</u>	<u>Item Type</u> Part	
FIL	7899	Oil Filte	r - Napa Gold			1		Part	
-	1551176700 DFC FRONT BRAKE PAD DEMO		5		1		Part		
-	732312500	EAGLE I	RSA P2256018		1			Part	
-	FT8997	REAR B	RAKE PADS			1		Part	
			Sublet						
<u>Item</u>	_	Descrip	<u>otion</u>	Category		<u>Note</u>			
<u>Orgina</u>		<u>Type</u>	RO#-Shop	<u>Reference</u>	<u>Total</u>	Invoice Dat		Odo Out	
1/10/2	020	Invoice	7843-1		\$156.56	1/13/2020	79049	79049	
			<u>Labor</u>						
<u>Item</u>		<u>Category</u>	<u>Tech</u>	<u>Description</u>					
ProDen	nand		AS	STARTER ASSE	MBLY Remo	ove & Replace			
			= -	Tires/Wheels/Ch	arges	0	o tur	The second Transport	
Mfg -	<u>Item</u> R612900B	<u>Descrip</u> STARTE		<u>Category</u>		Oty UOM 1	Condition	<u>Item Type</u> Part	
-	CORE	CORE	CHARGE			1		Charge	
-	CORECRED	IT Core C	redit			1		Charge	
			<u>Sublet</u>						
<u>Item</u> <u>Descrip</u>			Category	<u>Notes</u>					

2

7/11/20	)22 11:41:44 A	λM		_	Vehicle Service His	story Repo	ort			Page 3
Orgina 12/27	al <u>Date</u> /2019	<u>Type</u> Invoic		#-Shop 8-1	Reference	<u>Total</u> \$126.26		nvoice Date 12/27/2019	Odo In 78135	<u>Odo Out</u> 78135
<u>Item</u> ProDe	mand	Catego	ry	Labor Tech JV	<u>Description</u> AXLE SHAFT A	SSEMBLY F	Remov	e & Install or	Remove &	₹
TIREM	IOUNT	TIRE		JV	MOUNT AND B			H A USED TII	RE	
				Parts/	Tires/Wheels/Ch	arges				
<u>Mfg</u> -	<u>Item</u> MI8172		scription AXLE SHAF	Γ	<u>Category</u>		Qty 1	<u>UOM</u>	Condition	<u>Item Type</u> Part
				Sublet						
<u>Item</u>		<u>De</u>	scription		Category			<u>Notes</u>		
<u>Orgina</u>	al Date	<u>Type</u>	RO	#-Shop	<u>Reference</u>	<u>Total</u>	_	nvoice Date	· · · · · · · · · · · · · · · · · · ·	Odo Out
11/26,	/2019	Invoic	e 770	3-1		\$25.18	1	11/26/2019	76687	76687
				Labor						
<u>Item</u>		Catego	ry	Tech	Description					
LOFSY	N	PREVEN	TATIVE	RB	REPLACE OIL F	FILL CRAN FILTER. LU	IKCASI BRICA	E WITH PREM TE CHASSIS	1IUM SYNTH WHERE APP	HETIC MOTOR OIL, LICABLE. INSPECT AIF PPLY REMINDER
				Parts/	<u>Tires/Wheels/Ch</u>	arges				
<u>Mfg</u> FIL	<u>Item</u> 7899		<u>scription</u> Filter - NAPA	A Gold	<u>Category</u>		Qty 1	<u>UOM</u>	Condition	<u>Item Type</u> Part
-	5W20BUL		20 SYN BLE TOR OIL	ND			6			Part
-	WASHERF D	LUI WA	SHER FLUIC	)			1			Part
-	NOTE	JOH	IN SAID IT I	NEEDS TO	O GO TO THE DEALER	RSHIP: CV	1 AXLE I	HAS MOVEME	NT & CV BC	Note OOT IS BUSTED.
				Sublet						
<u>Item</u>			scription		Category			Notes		
Orgina 10/16/	<u>al Date</u> /2019	<u>Type</u> Invoice		<u>#-Shop</u> 4-1	<u>Reference</u>	<u>Total</u> \$0.00	_	<u>nvoice Date</u> 10/16/2019	<u>Odo In</u> 66010	<u>Odo Out</u> 66010
				Labor			<u>.</u>			
<u>Item</u>		Catego	ry	<u>Tech</u>	<u>Description</u> Tires/Wheels/Ch	arges				
Mfg	<u>Item</u>	<u>Des</u>	scription		Category		Qty 1	<u>UOM</u>	Condition	<u>Item Type</u> Note
-	NOTE  K PERKINS 8/3 1578GF 66010 HEADLIGHTSX2. (HE DIDN'T SPECIFY WHAT SIZE, OR PART NUMBER OF THE HEADLIGHTS THAT HE PUT IN THE CAR.)  Sublet									
Item		De	scription		Category			Notes		
	) 22 11:41:44 <i>A</i>									3

7/11/202	2 11:41:44 A	M		Vehicle Service His	story Repo	ort		Page 4
Orginal	Date	<u>Type</u>	RO#-Shop	Reference	Total	Invoice Da	te Odo In	Odo Out
10/1/20	)19	Invoice	7535-1		\$528.77	10/1/2019	71824	71824
			Labor					
<u>Item</u>		Category	<u>Tech</u>	<u>Description</u>				
LOFSYN		PREVENTAT	IVE RB	DRAIN AND RE REPLACE OIL F	FILL CRAN		EMIUM SYNTHE S WHERE APPL	ETIC MOTOR OIL, ICABLE. INSPECT AI PLY REMINDER
ProDem	and		AS	recharge.	clude Air Co	ve & Replace onditioning Syster	m recover, evac	uate and/or
				<u>/Tires/Wheels/Ch</u>	<u>iarges</u>			•. <del></del>
Mfg -	<u>Item</u> 5W20BULK	<u>Descrip</u> 5W20 S MOTOR	YN BLEND	<u>Category</u>		<u>Qty</u> <u>UOM</u> 7	<u>Condition</u>	<u>Item Type</u> Part
FIL	7899	Oil Filte	r - NAPA Gold			1		Part
-	6513192 NEW COMPRESSOR DEFECT REPLACEMEN				1		Part	
-	134A	REFRIG	ERANT			2		Part
			Suble	<b>:</b>				
<u>Item</u>		<u>Descri</u>	otion	Category		<u>Note</u>	<u>es</u>	
Orginal	Date	Type	RO#-Shop	Reference	Total	Invoice Da	te Odo In	Odo Out
8/7/201	.9	Invoice	7358-1		\$24.57	8/7/2019	66338	66338
<u>Item</u> LOFSYN		Category PREVENTATI	<u>Labor</u> <u>Tech</u> IVE RB	Description	ND FILTER	CHANGE SYNTH	FTIC	
2013111		· NEVENOV		DRAIN AND RE REPLACE OIL F AND CABIN FII STICKER	FILL CRAN FILTER. LUI LTER , TOP	KCASE WITH PR	EMIUM SYNTHE S WHERE APPL	TIC MOTOR OIL, ICABLE. INSPECT AI PLY REMINDER
Mfc	Itom	Donnie		Tires/Wheels/Ch	arges	Oty UOM	Condition	<u>Item Type</u>
<u>Mfg</u> FIL	<u>Item</u> 7899	<u>Descrip</u> Oil Filter	r - NAPA Gold	<u>Category</u>		Oty UOM 1	Condition	Part
•	5W20BULK	5W20 S MOTOR	YN BLEND OIL			6		Part
			Sublet					
Item	em <u>Desc</u>		otion	Category		<u>Note</u>	<u>es</u>	

7/11/20	22 11:41:44	λM		Vehicle Service H	Page 5				
Orginal Date 7/1/2019		<u>Type</u> Invoice	RO#-Sho	p <u>Reference</u>	<u>Total</u> \$163.57	<u>Invoice Date</u> 7/1/2019	e <u>Odo In</u> 64861	<u>Odo Out</u> 64861	
Item TIREMOUNT		<u>Category</u> TIRE	<u>Lab</u> <u>Te</u> RB	ch <u>Description</u>	BALANCE TI	RE			
Mfg -	<u>Item</u> WASHERF D	<u>Descri</u> LUI WASHE		ts/Tires/Wheels/C Category	<u>harges</u>	Oty UOM	Condition	<u>Item Type</u> Part	
•	732312500 EAGLE RSA P22		RSA P2256018	3		Part			
<u>Item</u>		<u>Descri</u>	<u>Sub</u> ption	let <u>Category</u>		<u>Note</u>	<u> </u>		
Orgina	I Date	Type	RO#-Sho	p Reference	<u>Total</u>	Invoice Date		Odo Out	
5/31/2	019	Invoice	7128-1		\$513.98 	6/11/2019	63907	63907	
<u>Item</u> <u>Cate</u> ProDemand		<u>Category</u>	<u>Lab</u> e <u>Te</u> AS <b>Par</b> l	ch <u>Description</u> A/C COMPRES  DOES NOT in recharge.	<u>Description</u> A/C COMPRESSOR Remove & Replace  DOES NOT include Air Conditioning System recover, evacuate and/or				
<u>Mfg</u> -	<u>Item</u> 6513192	<u>Descri</u> NEW Co		Category	<u></u>	Oty UOM	<u>Condition</u>	<u>Item Type</u> Part	
-	38082	IDLER I	PULLEY			1		Part	
<u>Item</u>		<u>Descri</u>	<u>Sub</u> ption	let <u>Category</u>		<u>Note:</u>	<u> </u>		
Orginal Date		<u>Type</u>	RO#-Sho	p Reference	Total	Invoice Date	Odo In	Odo Out	
4/24/2	019	Invoice	7006-1		\$23.00	4/24/2019	60279	60279	
Item		Category	<u>Labe</u> <u>Te</u> <b>Part</b>		harges				
Mfg -	<u>Item</u> NOTE	Descrip		Category	. 48 228	Oty UOM 1	Condition	<u>Item Type</u> Note	
-	19240	R.A.SEA WIPER	AY 4/7/19 BLADES	1578GF 60279 2	24" 22" W	IPERS 1		Part	
-	19220 WIPER BLADES		BLADES			1		Part	
			Sub	<u>let</u>					
<u>Item</u>		Descri		 Category		Notes	i		

7/11/2022 11:41:44 AM				Vehicle Service His	Page 6					
Orginal Date		Type	RO#-Shop	Reference	Total	Invoice Date		Odo In	Odo Out	
4/12/2019		Invoice	6963-1		\$24.57	4/1	.2/2019	60557	60557	
			Labor					-		
<u>Item</u>		Category	<u>Tech</u>	<b>Description</b>						
LOFSY		PREVENTATIV		REPLACE OIL F AND CABIN FI STICKER	EFILL CRANK FILTER. LUBF LTER , TOP C	CASE V RICATE	VITH PREM CHASSIS \	IUM SYNTHE VHERE APPL	ETIC MOTOR OIL, ICABLE. INSPECT AIR PLY REMINDER	
	71	5		/Tires/Wheels/Ch		OL.	LIOM	Camdikian	Itama Tuma	
<u>Mfg</u> FIL	<u>Item</u> 7899	<u>Descript</u> Oil Filter	<u>ion</u> - Napa Gold	<u>Category</u>	:	Qty 1	<u>UOM</u>	<u>Condition</u>	<u>Item Type</u> Part	
-	5W20BULK	5W20 SY MOTOR (			6			Part		
<u>Sublet</u>										
Item		Descript	tion	Category			<u>Notes</u>			