

**Anderson County Board of Commissioners
Purchasing Committee Meeting Agenda
December 12, 2022
4:30 p.m.
Room 312 of the Courthouse**

Members: Tim Isbel (Committee Chair), Phil Yager, Catherine Denenberg, Tyler Mayes and Denise Palmer

A. Contracts Approved by Law Director

1. State of Tennessee, Department of Tourism, Tourism, Contract #23-0050 – Five-year TN Tourism Hospitality Recovery Fund Grant for a total of \$163,357.25.
2. Lexia Learning Systems, Board of Education, Contract #23-0054 – Three-year literacy software subscription for the Special Education Program. Cost is \$46,200 and to be paid out of this fiscal year in full. Competitive quotes obtained for price comparisons.

B. Contracts Pending Law Director Approval

C. Other Business

1. Request to Surplus the following:

DESCRIPTION	DEPARTMENT	Condition	Starting Bid
Land at 135 Iroquios Lane in Clinton	Board of Education	.64 Acre Vacant Lot in India Hills Subdivision. Purchased when the ACCTC students had all-day classes to build houses.	\$15,000

2. Surplus of 2011 Ford Crown Victoria. Last month Commission approved to donate vehicle to the City of Norris.

D. New Business

E. Old Business

Winning Bid Amounts from the November capital asset surplus sales. Informational only, no action needed.

Description	Department	Condition	Starting Bid	Winning Bid
2008 Ford F250 with Service Body	Fleet Services	Working, has frame damage from a wreck	\$250	**
2011 Ford Crown Victoria, BX132053	Sheriff	Working, some dents and dings	\$250	
2011 Ford Crown Victoria, BX109407	Sheriff	Not Working, will not start, some dents and dings	\$250	
2012 Dodge Charger, CH172575	Sheriff	Not working, has electrical problems, no driver seat	\$250	
2011 Ford Crown Victoria, BX156078	Sheriff	Starts with a boost, missing window, dents	\$250	
2012 Dodge Charger, CH236974	Sheriff	Not working, will not start	\$250	
2016 Dodge Charger, GH165607	Sheriff	Not working, involved in accident, no title	\$250	
2007 Chevy Impala, 79213468	Sheriff	Not working, starter is removed	\$250	
2005 Ford Crown Victoria, 5X113813	Sheriff	Working, cosmetic damage, park safety switch inoperable	\$250	
2007 Chevy Impala, 79213468	Sheriff	Not working, starter is removed	\$250	
2005 Ford Crown Victoria, 5X113813	Sheriff	Working, cosmetic damage, park safety switch inoperable	\$250	

**** Auctions of the vehicles close by end of the day on December 9th and these amounts will be provided at the Purchasing Committee Meeting.**



GOVERNMENTAL GRANT CONTRACT

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

Begin Date December 1, 2021	End Date November 30, 2026	Agency Tracking # 32601-75880	Edison ID 75880
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Grantee Legal Entity Name Anderson County Tourism Council	Edison Vendor ID 0000004145
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Subrecipient or Recipient ☒ Subrecipient ☐ Recipient	Assistance Listing Number Grantee's fiscal year end: June 30
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Service Caption (one line only)
Tennessee Tourism Hospitality Recovery Fund – Tranche 2.

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
23		\$51,729.80			\$51,729.80
24		\$32,671.45			\$32,671.45
25		\$32,671.45			\$32,671.45
26		\$32,671.45			\$32,671.45
27		\$13,613.10			\$13,613.10
TOTAL:		\$163,357.25			\$163,357.25

Grantee Selection Process Summary	
☒ Competitive Selection	As set forward in DGA 73624.
☐ Non-competitive Selection	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.	CPO USE - GG
Speed Chart (optional)	Account Code (optional)

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TOURIST DEVELOPMENT
AND
ANDERSON COUNTY TOURISM COUNCIL**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Tourist Development, hereinafter referred to as the "State" or the "Grantor State Agency" and Anderson County Tourism Council, hereinafter referred to as the "Grantee," is for the provision of Tennessee Hospitality Recovery Fund – Tranche 2, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000004145

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall utilize grant funds to complete the activities as set out in Attachments A and B or subsequent annual application.
- A.3. The Grantee shall complete all services and deliverables as required under Attachments A and B or subsequent annual application in order to receive the full reimbursement grant applied and/or approved to receive.
- A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's annual application as submitted to State and approved. Grantee's annual application to include the grant budget and grant line-item detail which will supplant Attachments A and B in year's subsequent to the initial application.
- A.5. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment D, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on December 1, 2021 ("Effective Date") and ending on November 30, 2026, ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Sixty-Three Thousand Three Hundred Fifty-Seven Dollars and Twenty-Five Cents (\$163,357.25) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Email: Andi.Grindley@tn.gov and cc: Tourism.Grant@tn.gov

Subject Line: [Insert FY] Recovery Grant Fund – [Insert Grantee Name] Reimbursement

- 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 Tourist Development, Rural Tourism & Outreach.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract 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 detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
- c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.

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

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or

indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

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

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

The State:

Department of Tourist Development
Attn: General Counsel
312 Rosa L. Parks Avenue, 13th Fl.
Nashville, TN 37243-1102
E-mail: Alicia.Widrig@tn.gov
Telephone No.: 615-741-9065

The Grantee:

Stephanie Wells, Director of Tourism
Anderson County Tourism Council
115 Welcome Lane
Clinton, TN 37716
stephanie@adventureanderson.com
(865) 457-4542

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

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

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

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the

final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

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

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C.

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

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

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

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract

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

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

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

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

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- E.3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
- E.4. Maintenance of and Access to Records.
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- E.5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- E.6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
- E.7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
- E.8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- E.9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts

described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; 4
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the America with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

E.10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

E.11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

E.12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

E.13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

E.14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

E.15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

E.16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

E.17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

E.18. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:

- a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
 - b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- E.19. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

 - (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans

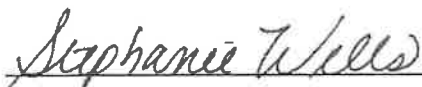
that do not discriminate in favor of executives, and are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: <https://www.gsa.gov>

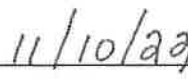
The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

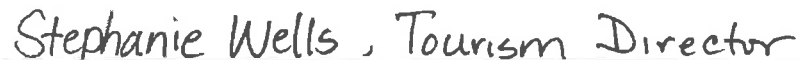
ANDERSON COUNTY TOURISM COUNCIL:



GRANTEE SIGNATURE



DATE



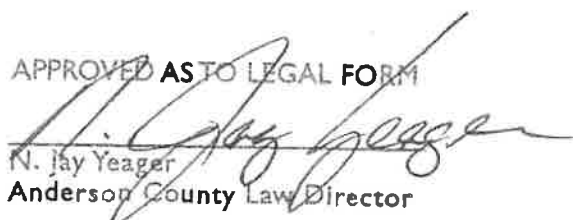
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TOURIST DEVELOPMENT:

MARK EZELL, COMMISSIONER

DATE

APPROVED AS TO LEGAL FORM


N. Jay Yeager
Anderson County Law Director

ATTACHMENT A

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period: BEGIN: December 1, 2021 END: June 30, 2023				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 2	Salaries, Benefits & Taxes	\$51,729.80	0.00	\$51,729.80
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
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
25	GRAND TOTAL	\$51,729.80	0.00	\$51,729.80

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

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

ATTACHMENT B

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Salaries, benefits & taxes	\$51,729.80
TOTAL	\$51,729.80

ATTACHMENT C

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 0000004145

Is Anderson County Tourism Council a parent? ☐ Yes ☐ No

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

Is Anderson County Tourism Council a child? ☐ Yes ☐ No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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

ATTACHMENT D

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	SLFRP5534
Federal award date	10/12/2021
Subaward Period of Performance Start and End Date	12/1/2021 – 11/30/2026
Subaward Budget Period Start and End Date	FY 22 – FY 27
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	CFDA 21.027 – Coronavirus State and Local Fiscal Recovery Funds
Grant contract's begin date	12/1/2021
Grant contract's end date	11/30/2026
Amount of federal funds obligated by this grant contract	\$163,357.25
Total amount of federal funds obligated to the subrecipient	\$163,357.25
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$55,000,000.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Tourism
Name of federal awarding agency	Department of the Treasury
Name and contact information for the federal awarding official	United States Department of the Treasury Attn: State and Local Fiscal Recovery Funds 1500 Pennsylvania Avenue NW, Washington, DC 20220 SLFRP@treasury.gov 202-622-6415
Name of pass-through entity	Tennessee Department of Tourist Development
Name and contact information for the pass-through entity awarding official	Commissioner Mark Ezell Tennessee Department of Tourist Development 312 Rosa L. Parks Ave., 13 th Floor Nashville, TN 37243 (615) 741-9016 mark.ezell@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A



Purchase Requisition

Vendor No. _____	Requisition No. <u>53057</u>
Name _____	Date Issued <u>11/16/2022</u>
Company <u>Lexia Learning Systems, LLC</u>	Date Needed <u>12/1/2022</u>
Street <u>300 Baker Avenue, Suite 320</u>	Appropriation <u>141</u>
City, ST, Zip <u>Concord, MA 01742</u>	Object Code <u>71200-429 SEFFS</u>
Phone <u>978-405-6200</u>	

Department Anderson County Schools SpEd Dept

Office Special Education, Suite 506

Deliver To Anderson County Schools SpEd Dept

Address 101 South Main Street, Suite 506

Clinton, TN 37716

Justification/Notes/Contract Information:

Qty	Item	Description	Unit Price	Line Total
400.00	1	Lexia PowerUp Literacy Student Subscription - Three (3) years - January 1, 2023 - December 31, 2025	89.25	\$ 35,700.00
1.00	2	Lexia PowerUp Literacy District Success Partnership - Bronze -Three (3) year subscription, January 1, 2023 - December 31, 2025	10,500.00	\$ 10,500.00
				\$ -
		<i>See Source Attached</i>		\$ -
				\$ -
				\$ -
Total				\$ 46,200.00

Requisitioned By	Department Head - Approved for funds not in excess of the total estimated cost shown above.	
Signature <u>Crystie Hogue</u>	Signature <u>Kym Tolson</u>	Revised 8/28/2018

QUOTE

Lexia Learning Systems LLC
 300 Baker Avenue, Suite 320
 Concord, MA 01742 USA
 Phone: (978) 405-6200
 Fax: (978) 287-0062

Quote #: Q-529267-8
 Created Date: 11/14/2022

Prepared By: Linda Hafen
 Email: linda.hafen@lexialearning.com

Quote To:
 Kim Towe
 Anderson Co School District
 101 South Main Street
 Clinton, TN 37716 US

Bill To:
 Kim Towe
 Anderson Co School District
 101 South Main Street
 Clinton, TN 37716 US

3-Year Subscription**OPTION 1**

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
1/1/2023	12/31/2025	400	Lexia PowerUp Literacy Student Subscription	\$89.25	\$35,700.00
1/1/2023	12/31/2025	1	Lexia PowerUp Literacy District Success Partnership - Bronze	\$10,500.00	\$10,500.00
3-Year Subscription Total Price:					\$46,200.00

2-Year Subscription**OPTION 2**

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
1/1/2023	12/31/2024	400	Lexia PowerUp Literacy Student Subscription	\$64.75	\$25,900.00
1/1/2023	12/31/2024	1	Lexia PowerUp Literacy District Success Partnership - Bronze	\$7,000.00	\$7,000.00
2-Year Subscription Total Price:					\$32,900.00

Annual Subscription**OPTION 3**

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
1/1/2023	12/31/2023	400	Lexia PowerUp Literacy Student Subscription	\$35.00	\$14,000.00
1/1/2023	12/31/2023	1	Lexia PowerUp Literacy District Success Partnership - Bronze	\$3,500.00	\$3,500.00
Annual Subscription Total Price:					\$17,500.00

Fax or email Purchase Orders with quote number Q-529267-8 AND Option Number to the following:

Attn: Linda Hafen
Email: linda.hafen@lexialearning.com
Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER AND OPTION NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

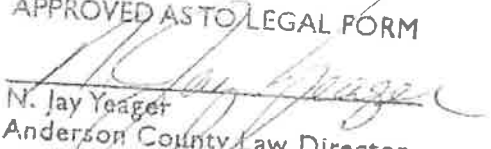
ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

APPROVED AS TO LEGAL FORM

N. Jay Yeager
Anderson County Law Director



**ANDERSON COUNTY GOVERNMENT
SOLE SOURCE & EXCLUSIVE RIGHTS
AND LICENSE JUSTIFICATION FORM**

SUBMIT WITH REQUISITION TO PURCHASING DEPARTMENT

DATE: 11/18/22

CHECK ONE:

- ☐ Sole Source – Product or service(s) is only available from a single vendor or supplier.
- ☒ Exclusive Rights & License – Vendor holds exclusive patents and/or license for this product. An Exclusive Rights letter with current date must accompany this request.
- ☐ Upgrade or renewal to an existing software system – Provide information regarding current software system.

Requisition Number: 53057 Requisition Amount: \$ 46,200.00

Vendor Name: Alexia Learning Systems

Vendor Address: 300 Baker Ave., Ste. 320, Concord, MA 01742

Vendor Telephone #: 800-435-3942

Requesting Department: Special Education

Requesting Official: Crystie Hogue

JUSTIFICATION FOR THE REQUEST

**What is the function of this product or service?
Why is it needed? What makes it unique?**

This information will be used to approve or deny the purchase. PLEASE BE SPECIFIC.
ATTACH MEMO IF ADDITIONAL SPACE IS NEEDED

Alexia Learning Systems is the sole developer, publisher, copyright holder, and patent holder for certain technology, and therefore the sole source, of the reading software programs.

Quoted
Attached
↑

NOTE: We use the Google test to search for comparable products or services. If found, it is **NOT** considered a sole source product or service.

Compared pricing to programs from Houghton Mifflin Harcourt? Can you Live!



Anderson County Schools
Every Student, Every Day

Special Education Department
101 South Main Street, Suite 506
Clinton, Tennessee 37716
Office: (865) 463-2800, ext. 2814
Fax: (865) 457-6815

November 16, 2022

To: Anderson County Commission

From: Kim Towe

Re: Lexia Power Up Curriculum

Anderson County Special Education Department is requesting to purchase Lexia Power Up Reading Intervention Curriculum for students who need support in the area of Reading. This program supports the areas of decoding, fluency, comprehension, and writing.

We are requesting to purchase this for a three year period for multiple reasons.

1. Data is collected over a period of time so a program needs to be used more than a year to determine its effectiveness.
2. Teachers learn a curriculum over time and benefit from having the same program so they can build their knowledge and skills to figure out what works best with their students.
3. There is a price break if we purchase this for a three year period.

The department would also like to be a good steward with our funds. The state mandates we have intervention programs for our students, this is the program that our district teachers and supervisors selected. We will do what you request and purchase yearly if you wish. Thank you for your consideration.

Kim Towe
Director Special Education
Anderson County Schools



February 10, 2022

To Whom It May Concern:

This letter will confirm that Lexia Learning Systems LLC is the sole developer, publisher, copyright holder, and patent holder for certain technology (US Patent No. 9,299,266*), and therefore the sole source, of the reading software programs entitled: Lexia® Reading (copyright 2007-2022), Lexia® Strategies® (copyright 2012-2021), Lexia® Core5® Reading* (copyright 2012-2022), Lexia® PowerUp Literacy® (copyright 2018-2021), Lexia® RAPID™ Assessment® (copyright 2015-2022), LETRS® Suite (Language Essentials for Teachers of Reading and Spelling) (copyright 2021-2022), Lexia® Academy (copyright 2020-2022), and Lexia® English Language Development™ (copyright 2021-2022).

For information regarding the license and service terms for the Lexia programs, please see:

The Lexia Application License Agreement, which can be found here:

<https://www.lexialearning.com/privacy/eula>

The Lexia Application Data Privacy Policy, which can be found here:

<https://legal.lexialearning.com/legal/application-privacy.html>

The Lexia Student Records Privacy Statement and Security Plan, found here:

<https://www.lexialearning.com/privacy/student-records-privacy-statement-security-plan>

Lexia Learning Systems LLC is the sole authorized representative providing Lexia products and services for the United States of America.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Gaehde". The signature is written in a cursive, flowing style.

Nick Gaehde

President, Lexia Learning Systems LLC / Lexia Voyager Sopris Inc.

Lexia K-12 Education Application License Agreement

This K-12 Education Application License Agreement (this “License” or “Agreement”) is a license and contract between you, the individual completing the order for access to and use of the licensed subscriptions, products, materials, and/or services described below and in the applicable Order Form, on behalf of your organization (“Licensee” or “Customer”), and Lexia Learning Systems LLC, a Cambium Learning Group company (“Licensor” or “Company”) and governs Customer’s access and use of the Company licensed subscriptions, products, materials, and/or services. The license granted hereunder is conditioned upon Customer’s acceptance of the terms set forth herein. Customer and Company are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

Definitions:

“Application” or “Product” means the K-12 educational language and literacy subscription product(s), applications, materials and/or services offered under the Lexia® or other Cambium Learning Group-owned brand, as specified in the applicable Order Form, including without limitation, Company’s online K-12 education subscription products, all of which are offered and provisioned by Company as SaaS-based subscriptions in a multi-tenant, shared database architecture, where individualized client-dedicated infrastructure and/or processing is not part of the Application or services offering, as well as any software, hosting or other services, companion materials, training, documentation or related products for the K-12 Education Application, accessed on or through, or downloadable from, password-protected access to a Company-designated website and/or mobile application (the “Site”), as well as any Company or third party applications embedded within or provided by Company to deliver or enable delivery of the functionality of the Application, including those installed on any third party server related thereto, along with all services, documentation, reports and/or other ancillary materials provided by Company in conjunction with the Application (together with any updates to, or new releases of, the foregoing that are made available to Customer by Company), licensed by Company to Customer under the applicable Order Form and pursuant to this License.

"Authorized User" means any student, participant, employee or other individual designated by Customer to receive access to the Company Application under this License.

"Company" or "Licensor" means Lexia Learning Systems LLC or any of subsidiaries or affiliates thereof, as set forth in the applicable Order Form.

"Enterprise Administrator(s)" means the Authorized User(s) designated by the Customer to act as administrators for the Customer, with responsibility on behalf of Customer for overseeing and managing the access of Authorized Users to the Application. Customer shall provide Company with the names of such Enterprise Administrators.

"Online" means the accessing of the Application or component thereof using a web or mobile browser on a desktop or mobile device over the Internet.

"Order Form" means each order form, quote, statement of work, or proposal provided by or on behalf of Company to Customer for Company's K12 Education Application, subscriptions and/or services under this Agreement and accepted by or on behalf of Customer.

1. IMPORTANT NOTICE ON LICENSE PLEASE REVIEW CAREFULLY

A. General. THIS LICENSE IS A LEGAL AGREEMENT BETWEEN CUSTOMER/LICENSEE AND COMPANY/LICENSOR. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT COMPANY WOULD NOT HAVE ENTERED INTO THIS LICENSE WITH CUSTOMER WITHOUT CUSTOMER'S AGREEMENT TO BE FULLY BOUND BY THE TERMS OF THIS LICENSE.

THIS LICENSE CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY (SEE SECTION 10 BELOW). THIS PROVISION IS AN ESSENTIAL PART OF THE PARTIES' AGREEMENT.

B. Online Acceptance. BY PLACING AN ORDER WITH COMPANY, CLICKING ANY ACCEPTANCE BUTTON OF THE APPLICATION, PAYING AN INVOICE ANY COMPANY APPLICATION OR SERVICE, OR DOWNLOADING, INSTALLING OR OTHERWISE USING THE APPLICATION OR ANY PART THEREOF, CUSTOMER AGREES TO BE BOUND BY THE TERMS, CONDITIONS AND NOTICES OF THIS LICENSE,

SHALL BE DEEMED TO HAVE ACCEPTED THIS LEGAL AGREEMENT IN FULL, AND SHALL BE DEEMED TO HAVE AUTHORIZED THE INDIVIDUAL COMPLETING THE ORDER OR AUTHORIZATION FOR, OR INSTALLATION, PAYMENT OR USE OF, THE APPLICATION, TO ENTER INTO THIS AGREEMENT AND ACCEPT THESE TERMS ON BEHALF OF CUSTOMER.

IF CUSTOMER DOES NOT AGREE TO THESE PROVISIONS OR ANY OF THE OTHER TERMS OF THIS LICENSE, DO NOT CLICK THE ACCEPTANCE BUTTON (IF ANY) AND DO NOT USE OR ACCESS, OR ENABLE ANY AUTHORIZED USER TO ACCESS THE APPLICATION.

2. LICENSE

The Application is licensed, not sold. The Application is intended to be used by Customer for the educational instruction and/or training of its Authorized Users only. Customer may not use the Application for any other purpose, or other than in accordance with the terms of this License, without the express prior written authorization of Company in each instance. If Customer accepts this License, Company grants Customer a limited, revocable, nonexclusive and nontransferable license to access and use, and to allow its Authorized Users to access and use, the Application licenses and/or receive and use materials and services, as identified and for the subscription service term specified in the applicable Order Form, subject to Customer's fulfillment of its payment obligations under each Order Form and the obligations, limitations, and restrictions set forth in this License. For purposes of the preceding sentence, "use" of the K-12 Education Application means access by an Authorized User to the functionality of the Application by means of password-protected access to a Company-designated Site, or, to the extent supported by Company and agreed by the Parties, via Customer's LMS, SSO or via such other arrangement or media expressly agreed to by Company in the applicable Order Form, for K-12 educational literacy or language-learning purposes only.

The specific subscription and/or service period and any maximum number of Authorized Users of the licensed Application shall be as provided in the applicable Order Form. Information regarding the counting mechanism may be accessible by the Customer from a Company online administrative portal, or may be obtained from Company customer support.

3. ADDITIONAL TERMS FOR THE LEXIA RAPID ASSESSMENT APPLICATION

Notwithstanding anything to the contrary, the following additional terms shall apply to any Order Form for, license to and/or use of the Lexia® Reading Assessment for Prescriptive Instructional Data Application ("Lexia RAPID Assessment"). The Lexia RAPID Assessment Application is owned by Lexia and/or its third party licensors, inclusive of copyrighted software and materials proprietary to Florida State University Research Foundation, Inc. ("FSU"). By accepting this License and/or using the RAPID Assessment Application, Licensee acknowledges that the FSU is a third party beneficiary to the terms and conditions herein with respect to the RAPID Assessment Application and Customer's use thereof. Any and all rights in the Lexia RAPID Assessment Application not expressly granted by this License are hereby reserved by Company and/or its third party licensors.

4. INTERNET AND SYSTEMS REQUIREMENTS

Continuous Internet access, connectivity, and certain minimum systems and technical requirements, such as installation of additional third party software (e.g., browser plug-ins), may be required to access and use the Application, which are not provided by Company and are the sole responsibility of Customer. Information regarding minimum systems and technical requirements for the Application may be obtained by Customer from the Company Site or Company customer support.

5. AUTHORIZED USER LOGIN & ENTERPRISE ADMINISTRATOR

A. User Name and Password. Customer acknowledges that access to the Application by Customer and Authorized Users requires the creation of user accounts for the Application (which may include the selection or designation of a username and password). Customer acknowledges and agrees that Customer is solely responsible for the use and security of user names and passwords. Customer shall take such actions as may be necessary to maintain the confidentiality and security of user names and password information and prevent the unauthorized use of user names and passwords, and shall immediately notify Company in the event of a breach of Customer security. Customer will not save Customer's user name(s) and/or password(s)

on a workstation which may be used by multiple users, or permit Authorized Users to do so, as the sharing of user names and/or passwords to allow any other person to use the Application is prohibited.

B. Enterprise Administrator(s). Customer will designate at least one Customer Authorized User to act as Enterprise Administrator for the Application and Customer account. The Enterprise Administrator will be granted administrator privileges for the Customer's account, enabling the Enterprise Administrator to assign, disable, and otherwise administer all other Authorized User access. Customer covenants and agrees that each Enterprise Administrator shall have authority, on behalf of Customer, to perform his or her duties, serve as primary point of contact to, and direct and instruct Company with respect to the Application and service operations provided to Customer and its Authorized Users. Enterprise Administrator and Customer staff information may be used for purposes of communicating to the Customer information relating to Company's business and services (e.g., account activity reminders, best practices, activities to support Application usage and engagement by Authorized Users, downtime notices, products, services or feature notifications, technical and other support services, etc.). If, during the Term of the services under the applicable Order Form, a then-current Enterprise Administrator ceases to be an active employee or agent of Customer or ceases to serve as an Enterprise Administrator, and if there are no remaining Enterprise Administrators, Customer shall promptly appoint another Authorized End User as an Enterprise Administrator. When an Enterprise Administrator accesses the Application administrator portal using his or her password, the Application will provide the Enterprise Administrator with certain administrative capabilities with respect to Customer's use of the Application that other Authorized Users will not have, including the ability to cancel password access and thereby deny access to the Application through use of such password. Using functionality provided within the Application administrator portal and/or with assistance from Company customer support, Customer agrees that the Enterprise Administrator will promptly deactivate and cancel password access of any Authorized User (including any Enterprise Administrator) who (i) ceases to be employed by Customer, (ii) Customer no longer wishes to have access to the Application, or (iii) Customer knows or reasonably believes is causing or may cause Customer to breach any provision of this Agreement or is in any way mishandling passwords or access. Customer will notify Company at the time an Enterprise Administrator's password access is deactivated or cancelled for any of the reasons specified in clauses (i) through (iii) above.

6. TRANSFER

Customer may not, and may not permit others to, directly or indirectly sell, rent, lease, loan, timeshare, or sublicense all or any part of the Application.

7. LIMITATIONS ON USE

Customer agrees not to, and not to permit others to, directly or indirectly (a) reverse assemble, reverse compile, or otherwise reverse engineer or attempt to access or derive the source code or object code or any associated computer algorithms or models of all or any part of the Application, including but not limited to any methods, algorithms, or models relating to language, literacy or other assessments; (b) copy, modify, translate, alter, change, or collect information that can be used to create derivative works of all or any part of the Application; (c) download, copy, or collect information that could be used to copy all or any part of the Application; or (d) access or use all or any part of the Application for any purpose other than for the educational and/or assessment purposes set forth herein, except as and only to the extent expressly authorized by applicable law notwithstanding this limitation, and/or as expressly authorized in writing by Company. Any such authorization supplied by Company, and any information obtained by Customer through any such authorized use, may only be used by Customer for the purpose expressly authorized by Company and may not be disclosed to any third party or used to create any software or work that is substantially similar to the Application or any component thereof. If the applicable Order Form specifies a maximum number of Authorized Users or concurrent users that may access the Application, Customer agrees not to exceed such maximum number without the prior written approval of Company. Customer agrees, upon request by Company, to exchange its current version of the Application or any component thereof, for an updated version, and to discontinue use of the replaced version.

8. OWNERSHIP OF INTELLECTUAL PROPERTY

Company reserves all rights in the Application (including all components thereof and materials provided therewith) not expressly granted to Customer in this Agreement. Customer acknowledges and agrees that Company or its third party licensors own all rights, title, and interest in and to the Application (including all software, code, algorithms, models, interfaces, text,

photographs, graphics, animation, applets, music, video and audio incorporated therein, and any related user guides, documentation or materials), the Company trademarks, the URLs that incorporate all or any portion of Company's marks, and other marks owned by Company and/or related to the Application and components thereof, all of which are covered by various protections including, without limitation, copyright, trademark, and trade secrecy law. Customer agrees not to alter, remove, conceal, or otherwise change any trademarks, logos or other marks of Company or its third party licensors contained within the Application. If Customer suggests new features or functionality that Company, in its sole discretion, adopts for the Application, such new features or functionality will be the sole property of Company and any and all claims of Customer as to the same are hereby waived and released. Company reserves the right, in its sole discretion and without incurring any liability to Customer, to update, improve, replace, modify or alter the specifications for and/or functionality of all or any part of the Application from time to time. By using the Application, Customer agrees to automatically receive updates.

9. SUPPORT

Company offers support to customers of the Application in accordance with its published support policies. The hours of support operations and means of accessing Company customer support are provided and available from Company's customer support page on Company's website. Support hours and methods of submitting support requests may vary for certain Company Applications and/or for certain geographic regions or territories. Company reserves the right to change its support policy at any time and provide notice to Customer by updating the policy on Company's support page on its website.

10. LIMITED WARRANTY, DISCLAIMERS, AND LIABILITY LIMITATIONS

A. LIMITED WARRANTY

1. General: Company represents and warrants to Customer that it will provision and perform the Application and any associated services in a professional and workmanlike manner, conforming in all material respects to industry standards and practices.

2. Hosted Application: Company warrants that the hosted Application will perform substantially in accordance with the descriptions and specifications applicable to such Application for the subscription period (as provided in the applicable Order Form) of the relevant Application license (the "Hosted Application Warranty Period") under normal use. Notwithstanding anything to the contrary, Company makes no representation or warranty with respect to any third party software, and undertakes no obligations with respect to any third party software, and Company makes no representation or warranty of any kind relating to any Customer-provided content, its quality or any use thereof. Company's sole liability and Customer's sole remedy for breach of the foregoing Hosted Application Warranty during the Hosted Application Warranty Period will be, at Company's option, the repair or replacement of the Application, or a refund of the prepaid subscription fees received by Company from Customer for the remaining unused portion of the Application subscription licenses under the applicable Order Form(s) from the date written notice of deficiency was received from the Customer by Company.
3. Headset units: Company warrants that any headset units included under any Order Form will perform substantially in accordance with the descriptions applicable to such unit for thirty (30) days following delivery ("Headset Warranty Period") under normal use. Except for the foregoing limited warranty, Company provides the headset units "as is," and all other representations and warranties regarding the headset units, express or implied, are hereby disclaimed. Company's sole liability and Customer's sole remedy for breach of the foregoing headset unit warranty will be limited to replacement of the defective headset unit, including, at Company's option, with an alternative headset unit of similar quality and functionality. Defects must be reported within the Headset Warranty Period.

B. DISCLAIMER OF WARRANTIES OTHER THAN AS STATED IN SECTION 10A ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY AND ITS THIRD PARTY LICENSORS MAKE NO OTHER WARRANTIES OR PROMISES, WHETHER EXPRESS OR IMPLIED, OR BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, ABOUT THE APPLICATION, THE EMBEDDED SOFTWARE OR ANY SERVICES PROVIDED HEREUNDER, AND PROVIDE THE APPLICATION AND SUPPORT SERVICES (IF ANY) "AS-IS" WITH ALL FAULTS, AND THE ENTIRE RISK AS TO THE SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFECTS OF SUCH APPLICATION (IF ANY) SHALL BE WITH CUSTOMER. THERE IS NO REPRESENTATION OR WARRANTY HEREIN AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OR AGAINST INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY AND COMPANY'S THIRD PARTY LICENSORS DISCLAIM ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE APPLICATION AND ANY SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY OR COMPLETENESS OF DATA, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR THAT CUSTOMER'S USE OF THE APPLICATION WILL BE UNINTERRUPTED, VIRUS-FREE, OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES ARE MADE BY ANY THIRD PARTY LICENSORS HEREIN.

C. CUSTOMER ASSURANCE Customer warrants to Company: (i) that it has all rights, licenses, permissions, and authorities necessary to enter into this Agreement; and (ii) that its provision of Customer Data (as defined herein) to Company and its authorizations and instructions to Company relating to the processing of such Customer Data shall at all times be in compliance with all applicable laws and regulations, including data protection laws and any notice and/or consent requirements.

D. LIMITATIONS OF LIABILITY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL COMPANY OR COMPANY'S THIRD PARTY LICENSORS, OR ANY OTHER PERSON OR ENTITY, BE LIABLE TO CUSTOMER OR ANY AUTHORIZED USER FOR (A) ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING REPLACEMENT COSTS AND/OR ANY LOSSES RELATING TO CUSTOMER OR CUSTOMER'S

BUSINESS, SUCH AS LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST SAVINGS, EVEN IF COMPANY OR ITS THIRD PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY CLAIM BY ANY THIRD PARTY. IF CUSTOMER COULD HAVE AVOIDED DAMAGES BY TAKING REASONABLE CARE, NEITHER COMPANY NOR COMPANY'S THIRD PARTY LICENSORS WILL BE LIABLE FOR SUCH LOSSES. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL COMPANY'S TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EXCEED THE CUMULATIVE PAYMENTS RECEIVED BY COMPANY FROM CUSTOMER UNDER THIS AGREEMENT. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, IN SUCH STATES OR JURISDICTIONS, COMPANY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

11. TERMINATION AND SURVIVAL

A. Term Subject to the terms hereof, this License Agreement is effective for the term of each Order Form and all Application subscription and service periods thereunder ("Term"). Customer may terminate any Order Form and its rights under this License at any time by providing thirty (30) days prior written notice to Company, *provided however*, that, except in the event of Customer's termination of an Order Form for Company's uncured material breach, Customer will not be entitled to any refund of any license, subscription, service, or other fees set forth in the Order Form, or any portion thereof, unless otherwise expressly agreed by Company in writing in the applicable Order Form. For clarity, except in the event of Company's termination of an order or this License due to material breach by Customer, the term of any individual subscription license acquired under this License shall be as set forth in the applicable accepted Order Form, and the rights in such subscription licenses shall not be transferred from the Customer entity named as the receiving party in the applicable Order Form to any other entity. By accepting this License, Customer authorizes Company to immediately suspend and/or terminate Customer's and/or any Authorized User's rights, without notice, under this License, including access to the Application, if Customer or any Authorized User fails to comply materially with any terms of this License, including the prompt payment of fees set forth in the applicable Order Form. Restrictions imposed by Company for a breach of this License may include, but are not restricted to:

(i) Terminating the IP address of a non-compliant workstation;
and

(ii) Terminating account access to the Application.

B. Termination Subject to the terms herein, upon receipt of notice of termination, Customer and any Authorized User shall cease all use of the Application. Company may require Customer to certify in writing that Customer has complied with this requirement. Customer Data (as defined herein) is available for export in reports by Customer's designated Enterprise Administrator(s) at any time during the applicable Application subscription period through self-service tools within the Application administrator portal. Upon termination of this Agreement and all access to the Application and/or service, and/or upon Customer's written request, Company will, unless otherwise legally required, initiate its processes to securely remove, delete and/or otherwise render unreadable or undecipherable Customer Data in its possession within sixty (60) days from the date such written request was received by Company in accordance with Company's then-current data removal protocols; otherwise, Company will remove such Customer Data within a commercially reasonable period of time. Upon completion of such removal and upon written request, Company will provide written confirmation to Customer that such Customer Data has been disposed of in accordance with the foregoing. All terms, provisions, obligations, or restrictions herein that expressly or by their nature are to continue after termination shall survive the termination of this License for any reason, but this sentence shall not imply or create any continued right to use the Application after termination of this License.

12. CONFIDENTIALITY

1. **Obligations** Subject to any legal obligations on Customer with respect to public/open records requirements, each Party agrees to hold Confidential Information, as defined herein, of the other Party in confidence, and not use or disclose it to an unauthorized third party as long as the information is confidential. The receiving party will protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of Confidential Information as the receiving

Party uses to protect its own Confidential Information of like nature. "Confidential Information" means any proprietary information exchanged between the Parties, which is (i) marked "confidential" or "proprietary" at the time of disclosure by the disclosing Party; or (ii) by its nature or content is reasonably distinguishable as confidential or proprietary to the disclosing Party, and includes, without limitation, information regarding a Party's technology, designs, techniques, research, know-how, current or future products or business plans, pricing, customers, employee information, data, policies or practices, and other business and technical information, and shall include, to the extent permitted under applicable law, the terms and conditions of this Agreement or of any Order Form and the pricing provisions thereof. The receiving Party may disclose the Confidential Information to its employees, agents, contractors, and legal or financial advisers only as necessary and in relation to the performance of such Party's obligations with respect to this Agreement, and provided such parties have executed written nondisclosure commitments protecting the Confidential Information consistent with the terms and obligations under this Agreement, or as may be required under regulatory requirements.

2. **Exclusions** Confidential Information will not include information that (a) is made generally available in the public domain prior to time of disclosure; (b) is or becomes publicly available through no act or omission by the receiving Party; (c) was already in the receiving Party's possession without restriction before receipt from the disclosing Party and was not subject to a duty of confidentiality; (d) is rightfully disclosed to the receiving Party by a third party without confidentiality restrictions; or (e) that the receiving Party independently developed without use of or reference to Confidential Information. The receiving Party may disclose the disclosing Party's Confidential Information as required by law or court order provided: (i) the receiving Party reasonably notifies the

disclosing Party in writing of the requirement for disclosure, unless such notice is prohibited by law; and (ii) discloses only that portion of the Confidential Information legally required.

13. DATA COLLECTION, PROCESSING, PRIVACY & SECURITY

The Parties understand and agree that use of the Application and associated services involves the receipt, processing, review, and analysis by Company of personally identifiable information of Customer's Authorized Users ("Customer Data"). As between the Parties, Customer Data is, and remains, the property of Customer as controller of the Customer Data, and Company acts as service provider and processor of the Customer Data under this Agreement.

Company confirms that it will use Customer Data solely to enable Company to provision and support its Applications and associated services and operations, to fulfill its obligations to Customer under and in accordance with this Agreement, and as provided under applicable law.

Company covenants and agrees that it has and will at all times during the Term of this Agreement and while Company is in possession of Customer Data, maintain an information security program that includes reasonable and appropriate administrative, technical, physical, organizational and operational safeguards, and other security measures designed to safeguard Customer Data while in Company's systems from unauthorized access, loss, misuse and/or alteration, consistent with standards in the educational technology service provider industry and the requirements of applicable law. Company agrees that it will restrict access to Customer Data to Company employees and authorized agents and providers who require access to such information to enable Company to provision and support its Applications and services to its customers, and who are under contractual obligations of confidentiality to Company. Company shall at all times be fully responsible to Customer under this Agreement for Company employees, authorized agents, and providers.

If Customer is a U.S. school, U.S. school district, or U.S. state or federal agency, and Customer Data includes personally identifiable information about a student protected under the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. § 1232g et seq.) or other applicable state student educational records privacy law ("FERPA Protected Data"), Company covenants and agrees that shall use and process such FERPA Protected

Data in compliance with FERPA and such applicable state student records privacy law. Customer agrees that Company shall be considered a "School Official" for its institution for purposes of the performance of services under this Agreement in accordance with FERPA, and Company shall provide reasonable assistance to Customer with respect to Customer's compliance obligations thereunder. In addition to any other terms entered into between Customer and Company with respect to Company's handling of Customer Data including FERPA Protected Data, Company shall process such Customer Data in accordance with Company's Application Privacy Policy (<https://legal.lexialearning.com/legal/application-privacy.html>), and Student Records Privacy Statement & Security Plan (<https://legal.lexialearning.com/legal/student-records-privacy.html>).

If Customer and its Authorized Users are located in countries outside the U.S., including but not limited to Customers and Authorized Users from the European Economic Area and/or its member states, United Kingdom and/or Switzerland, and as required or acceptable to satisfy cross-border transfer and processing obligations under applicable law, Company's processing of Customer's Personal Data shall also be governed by the Company's International Data Transfer & Processing Addendum (<https://legal.lexialearning.com/legal/i-dpa.html>), the terms of which are fully incorporate and made part hereof by this reference.

If an Authorized User (that is not the Customer Enterprise Administrator), or if a parent, legal guardian, or student contacts Company with a request to review, modify, export, or delete Customer Data, or if an agency, court, law enforcement or other entity requests access to Customer Data, Company will (unless prohibited by writ or compulsory legal process) promptly direct the requesting individual or entity to contact the Customer, and/or notify Customer of the request, and thereafter, Company will use reasonable and good faith efforts to assist Customer in fulfilling any such requests, as directed by the Customer.

Notwithstanding the foregoing or anything to the contrary, the Parties acknowledge and agree that, consistent with applicable law, Company may collect, use, analyze, and retain data generated through the use by Customer and Authorized Users of the Application and services from which all personally identifiable information and individually identifying attributes have been removed ("De-identified Data") for benchmarking, development of best practices, improvement or development of Company's educational products and services, and/or for educational research and statistical purposes, without reimbursement to or prior notice or authorization from Customer. Company

agrees that it will not use or publish materials utilizing such De-identified Data in any way that identifies Customer or any Authorized User as the source of that data without the prior written consent of Customer or Authorized User. Company shall in no event attempt to re-identify De-identified Data or authorize others to do so.

14. FEES AND PAYMENTS

Customer agrees to pay Company the fees for the Application and services as set forth on the applicable Order Form. Unless otherwise expressly agreed in writing, Company shall invoice Customer for the total amount stated on each Order Form. Unless otherwise specified in the Order Form, all invoiced amounts shall be due and payable within thirty (30) days of date of invoice. Payments due hereunder shall be made by Customer without any deduction, setoff or bank charges, to Company at the banking institution in the United States designated by Company in U.S. dollars, unless otherwise mutually agreed and expressly set forth in the applicable Order Form. Except as expressly provided herein, all payments made by Customer are non-refundable. Unless expressly prohibited under applicable law, overdue payments (other than amounts that are the subject of a legitimate dispute) shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum allowable interest under applicable law from the due date until paid, and Customer shall pay Company's costs of collection, including Company's reasonable attorneys' fees and court costs. The amounts due to Company as set forth in the applicable Order Form do not include, and Customer shall be solely responsible for payment of, any sales, use, property, value-added or other taxes (including any amounts to be withheld for the purpose of paying the foregoing) relating to, resulting from or based on Customer's purchase and/or use of the Application. If Company is required to pay any of the foregoing taxes, then such taxes shall be billed to and promptly paid by Customer.

Reseller Orders. If Customer has procured licenses to access the Applications or any Services through a Company-authorized distributor or reseller ("Reseller"), then different terms regarding invoicing, payment and taxes may apply as specified between Customer and its Reseller. Customer acknowledges that: (a) Company may share information with the Reseller related to Customer's use and consumption of the subscriptions and Services for account management, support and billing purposes; (b) the terms and provisions of this License and incorporated policies, exhibits or addenda, apply between Customer and Company; and (c) Reseller is not authorized to

make any changes to this License or otherwise authorized to make any warranties, representations, promises or commitments on behalf of Company or in any way concerning the Application or Company Services.

15. GOVERNING LAW AND FORUM

A. Governing Law This License and each Order Form will be governed in all respects, by and construed in accordance with the laws of the Commonwealth of Virginia, USA, without reference to its principles relating to conflicts of law, and each Party agrees that any action arising out of or related to this License must be brought exclusively in a U.S. state or Federal court in the Commonwealth of Virginia, provided however, that if Customer is a U.S. public school or school district, or an agency or department of the U.S. federal or any state government, then any claims or disputes between the Parties related to this License shall be governed by the laws of the state identified in Customer's address as set forth in the applicable Order Form, and all actions shall be brought in the appropriate state or federal courts located in such state.

B. Notwithstanding Section 15A above, if the Company address specified on the Order Form is in Canada, this Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable thereto, excluding those provisions relating to conflicts of laws. The Parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario or the Federal Court of Canada sitting in that province.

C. Exclusion This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

D. Injunctive Relief Notwithstanding the above, Company shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against Customer in the event that, in the opinion of Company, such action is necessary or desirable.

16. ENTIRE AGREEMENT, TRANSLATION, ASSIGNMENT

A. Entire Agreement. Except as expressly provided herein, this License constitutes the entire agreement between the Parties with respect to the use of the Application by Customer and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License, or action, or delay, will be binding upon Company unless in writing and signed by Company.

B. Language. In the event of a dispute between the English and any translated version, the English version of this License and the applicable Order Form shall prevail. *It is the express wish of the Parties that this agreement, as well as all correspondence and documents relating to this agreement, be written in English. The following is a French translation of the preceding sentence: Il est de la volonté expresse des parties que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.*

C. Assignment. Neither Party may assign or transfer this License and/or any rights or obligations hereunder, in whole or in part, to another Party at any time without the prior consent of the other Party; provided, however, that, unless otherwise expressly required under applicable law, prior consent shall not be required for an assignment by Company to an affiliate and/or in connection with a name change, merger, acquisition, reorganization or transfer of all or substantially all of its stock, assets or business.

17. SEVERABILITY

All provisions of this License apply to the maximum extent permitted by applicable law. If any part of this License is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this License will continue in effect.

18. EXPORT

Customer acknowledges that the Application is subject to U.S. export jurisdiction. Customer agrees to comply with all applicable international and national laws that apply to the Application, including the U.S. Export Administration Regulations and Office of Foreign Assets Control Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

19. FORCE MAJEURE

No failure or omission by either Party to carry out or observe any of the terms and conditions of this License (other than payment obligations) shall give rise to any claim against such Party or be deemed a breach of this License if such failure or omission arises from an act of God or any other force majeure, an act of any government, or any other cause beyond the reasonable control of the affected Party.

20. WAIVER

Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this License shall not be deemed a waiver of that term, covenant, or condition or of any other term, covenant, or condition of this License. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

21. THIRD PARTY RIGHTS

Except as expressly set forth herein, nothing in this License shall be construed as giving any person or entity, other than the Parties hereto and their successors and permitted assigns, any right, remedy, or claim under or in respect of this License or any provision hereof.

22. U.S. GOVERNMENT RIGHTS

If Customer is a U.S. government entity, Customer acknowledges that elements of the Company Application constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. § 2.101, and are being licensed to U.S. government end users as commercial computer software subject to the restricted rights described in 48 C.F.R. §§ 2.101, 12.212.

23. NOTICES

Notices, requests, or other communications hereunder shall be in writing, addressed to the Parties at the addresses set forth in the Order Form and/or in the case of Customer, to the Customer Enterprise Administrator. Notices

mailed by registered or certified mail shall be conclusively deemed to have been received by the addressee on the fifth (5th) business day following the mailing of sending thereof. If either Party wishes to alter the address to which communications to it are sent, it may do so by providing the new address, in writing, to the other Party.

updated March 3, 2021

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

Kelly Myers	11/9/22
Signature of Department Head/Elected Official	Date

Attach photographs – the more the better. Attach additional sheet(s) as necessary.

Date _____

Monday, November 07, 2022

LOCATION

Property Address 135 Iroquois Ln
 Clinton, TN 37716

Subdivision Indian Hills Ph Two

County Anderson County, TN

PROPERTY SUMMARY

Property Type County Exempt

Land Use Household Units

Improvement Type

Square Feet

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID 065D A 052.00

Special Int 000

Alternate Parcel ID

Land Map 065D

District/Ward 01

2020 Census Trct/Blk 209.02/2

Assessor Roll Year 2021



CURRENT OWNER

Name Anderson County Board Of Education
 Courthouse

Mailing Address No Address Available

SCHOOL INFORMATION

These are the closest schools to the property

Anderson County High School 2.0 mi
 High: 9 to 12 Distance

Clinch River Community School 2.1 mi
 Middle-High: K to 12 Distance

SALES HISTORY THROUGH 10/19/2022

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
6/30/1992		Anderson County Board Of Education				J-18/946
3/5/1984		Indian Hills Development Corp			30	Y-15/558

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2021	Assessment Year	2021		
Appraised Land	\$27,500	Assessed Land		Anderson	2.6289
Appraised Improvements		Assessed Improvements			
Total Tax Appraisal	\$27,500	Total Assessment			
		Exempt Amount			
		Exempt Reason			

TAXES

Tax Year **City Taxes** **County Taxes** **Total Taxes**

No tax records were found for this parcel.

MORTGAGE HISTORY

No mortgages were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

No Buildings were found for this parcel.

PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

PROPERTY CHARACTERISTICS: LOT

Land Use	Household Units	Lot Dimensions	82.82 X261.54 IRR.
Block/Lot	/0021	Lot Square Feet	
Latitude/Longitude	36.132511°/-84.112492°	Acreage	

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source		Road Type	Paved
Electric Source	Public	Topography	Rolling
Water Source	Public	District Trend	Stable
Sewer Source		Special School District 1	
Zoning Code		Special School District 2	
Owner Type			

LEGAL DESCRIPTION

Subdivision	Indian Hills Ph Two	Plat Book/Page	2/157B
Block/Lot	/0021	District/Ward	01
Description	01 065D A 065D 05200 000		

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47001C0138G	05/04/2009

Mail - Paul Richardson - Outlook





Anderson County, Tennessee
Board of Commissioners

RESOLUTION NO. 22-11-970

**RESOLUTION AUTHORIZING THE DONATION OF A SURPLUS
ANDERSON COUNTY SHERIFF'S VEHICLE TO THE CITY OF NORRIS.**

WHEREAS, Anderson County is in possession of 2011 Ford Crown Victoria, VIN: 2FABP7BV5BX108484 that has been declared surplus and no longer needed by the Sheriff's Office, and the City of Norris has indicated they are willing to accept this vehicle with a full release of liability as legal consideration for the donation; and

WHEREAS, *Tenn. Code Ann. § 12-2-420* provides legal authority for the donation of county property to municipalities. That statute reads in its entirety as follows:

12-2-420. Transfers of surplus personal property among governmental entities.

(a) Notwithstanding any other provisions of law, counties, municipalities and metropolitan governments may purchase, trade or receive as a gift, upon approval of the governing bodies involved in the transaction, any used or surplus personal property from another county, municipality, metropolitan government, state government, federal government or any instrumentality of the foregoing, without regard to any laws regarding public advertisement and competitive bidding. A transfer of surplus personal property from the state of Tennessee must satisfy the requirements of § 12-2-407. Also notwithstanding any other provision of law, any county, municipality, or metropolitan government may by resolution or ordinance of its governing body establish a procedure for the disposition of its surplus personal property to other governmental entities, including, but not limited to, counties, municipalities, metropolitan governments, the state of Tennessee, the federal government, other states or their political subdivisions and the instrumentalities of any of the foregoing, by sale, gift, trade, or barter upon such terms as the governing body may authorize, without regard to any other provisions of law regarding the sale or disposition of used or surplus personal property.

(b) This section shall be construed as supplemental authority for counties, municipalities and metropolitan governments

NOW THEREFORE, BE IT RESOLVED, by the Anderson County Board of Commissioners meeting in regular session this 21st day of November 2022 that we hereby donate and exchange a 2011 Ford Crown Victoria, VIN: 2FABP7BV5BX108484 to the City of Norris subject to acceptance and provided that the City of Norris agrees to a full release of liability as follows:

The City of Norris agrees to defend, release, indemnify and hold harmless Anderson County from and against any and all claims or damage to property, or injury, or death of person or persons resulting from or arising out of the use, exchange, donation, operation or possession of the described vehicle by the City of Norris, including authorized and unauthorized uses. The City of Norris agrees to provide adequate insurance coverage on vehicle sufficient to cover any and all claims arising from property damage, injuries, illness, death related to use of vehicles; including, but not limited to, claims, charges, payments or judgments attributed to compensatory, general, incidental, consequential and punitive damages, and all attorneys' fees associated therewith.

RESOLVED, DULY PASSED AND EFFECTIVE UPON ACCEPTANCE BY THE CITY OF NORRIS AS EVIDENCED BY ITS AUTHORIZED SIGNATURE AFFIXED HERETO.

Joshua N. Anderson, Chair

ACCEPTANCE BY NORRIS:

Terry Frank, County Mayor

ATTEST:

Jeff Cole, County Clerk