

**Anderson County Board of Commissioners
Purchasing Committee Meeting Agenda
July 10, 2023
4:30 p.m.
Room 312 of the Courthouse**

Members: Tim Isbel (Committee Chair), Phil Yager, Tyler Mayes, Denise Palmer and Aaron Wells.

A. Contracts Approved by Law Director

1. **Chris Ayers, EMS, Contract #23-0131** – Agreement to provide EMS employee tuition in the amount of \$2,300 for the AEMT Course with the conditions that the employee passes the course, obtains their AEMT license within four months after course completion and remains employed full-time with EMS for one-year after obtaining license.
2. **Jeremy Hargrove, EMS, Contract #23-0132** – Agreement to provide EMS employee tuition in the amount of \$2,300 for the AEMT Course with the conditions that the employee passes the course, obtains their AEMT license within four months after course completion and remains employed full-time with EMS for one-year after obtaining license.
3. **Seth Buckley, EMS, Contract #23-0133** – Agreement to provide EMS employee tuition in the amount of \$2,300 for the AEMT Course with the conditions that the employee passes the course, obtains their AEMT license within four months after course completion and remains employed full-time with EMS for one-year after obtaining license.
4. **Jessica Hill, EMS, Contract #23-0134** – Agreement to provide EMS employee tuition in the amount of \$2,300 for the AEMT Course with the conditions that the employee passes the course, obtains their AEMT license within four months after course completion and remains employed full-time with EMS for one-year after obtaining license.
5. **Comcast, Norris Library, Contract #23-0140** – Two-year contract for internet and phone services for \$179.95/month. Current cost is \$163.45/month.
6. **State of TN, Office of Criminal Justice, Mayor, Contract #24-0002** – Twenty-three-month Violent Crime Intervention Fund Grant for a total of \$1,885,000.

B. Contracts Pending Law Director Approval

C. Other Business

1. Surplus Real Estate on Highway 25W in Rocky Top.
2. Surplus old drug evidence building as requested by Commissioner Mayes.

D. New Business

E. Old Business

1. Crossroads Christ Fellowship Church, BOE, Contract #23-0122 – Sales agreement to purchase the property for the new Claxton Elementary School. Approved by Commission in Special Called meeting.

Informational Only

DESCRIPTION	DEPARTMENT	Condition	Starting Bid	Winning Bid
2011 Crown Victoria, 109411	Sheriff	Running Condition	\$400	\$4149.50
2011 Crown Victoria, 108472	Sheriff	Running Condition	\$400	\$3237.90
2011 Crown Victoria, 132045	Sheriff	Running Condition	\$400	\$3681.87
2011 Crown Victoria, 156076	Sheriff	Running Condition	\$400	\$4434.37
2011 Crown Victoria, 109413	Sheriff	Running Condition	\$400	\$4431.15
2007 Dodge Charger	Sheriff	Running Condition	\$400	\$3715.19
2012 Dodge Charger	Sheriff	Starts with a boost	\$400	\$4783.75

23-0131

Anderson County Government Employee AEMT Class Agreement

This Agreement is made on _____ by and between,
Chris Ayers (Employee) and Anderson County Emergency Medical Services
(ACEMS).

Where as Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee has applied for and has been accepted into the AEMT (Course of Study) at Anderson County EMS (Program) beginning on/or about August 08, 2023 and ending on/or about November 28th, 2023.

Witnesseth:

Section 1: Course Cost Coverage. ACEMS agrees to cover the total fees for the Course, as long as the Employee is actively employed in a full-time capacity for a period of no less than one (1) year after obtaining licensure/certificate as an AEMT from the State of Tennessee. (ACEMS will not pay for testing fees, which are considered a separate cost from the class requirements). The course fee total is \$2,300.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"): Repayment will be completed within 12 months of a Repayment Event

- a. Employment of the Employee at ACEMS terminates prior to the completion of the one (1) year period, including resignation by Employee, or dismissal by Employer with or without cause; or
- b. Employee moves from full-time to part-time or seasonal status for any length of time prior to the one (1) year period ending.
- c. Employee fails the AEMT class.
- d. Employee does not obtain their AEMT licensure/certificate within four (4) months of completing the AEMT course.

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

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

Section 8: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future

financial condition of the County or the performance of Employee's services under this Agreement.

Section 9: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Section 10: No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 11: Waiver. A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 12: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 13: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 15: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 16: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

Section 17: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 18: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 19: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 20: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

23-0131

Section 21: Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Section 22: Assignment. This Agreement is not assignable.

Section 23: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:



Signature

Christopher Ayers

Print Full Name

Date: 5/31/23

Address: 502 Douglas LN
Clinton TN 37716

For Anderson County:



Nathan Sweet, Director of Emergency
Medical Services

Date: 5/31/23

Approved as to Form:



County Law Director

23-0132

Anderson County Government Employee AEMT Class Agreement

This Agreement is made on _____ by and between,
Jeremy Hargrave (Employee) and Anderson County Emergency Medical Services
(ACEMS).

Where as Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee has applied for and has been accepted into the AEMT (Course of Study) at Anderson County EMS (Program) beginning on/or about August 08, 2023 and ending on/or about November 28th, 2023.

Witnesseth:

Section 1: Course Cost Coverage. ACEMS agrees to cover the total fees for the Course, as long as the Employee is actively employed in a full-time capacity for a period of no less than one (1) year after obtaining licensure/certificate as an AEMT from the State of Tennessee. (ACEMS will not pay for testing fees, which are considered a separate cost from the class requirements). The course fee total is \$2,300.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"): Repayment will be completed within 12 months of a Repayment Event

- a. Employment of the Employee at ACEMS terminates prior to the completion of the one (1) year period, including resignation by Employee, or dismissal by Employer with or without cause; or
- b. Employee moves from full-time to part-time or seasonal status for any length of time prior to the one (1) year period ending.
- c. Employee fails the AEMT class.
- d. Employee does not obtain their AEMT licensure/certificate within four (4) months of completing the AEMT course.

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

Section 8: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future

23-0132

financial condition of the County or the performance of Employee's services under this Agreement.

Section 9: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Section 10: No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

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Section 23: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:


Signature
Jeremy Morgan
Print Full Name

Date: 5-31-23

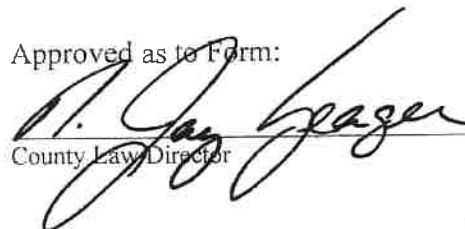
Address: 405 Jefferson Ln
Clinton, TN 37716

For Anderson County:


Nathan Sweet, Director of Emergency
Medical Services

Date: 5/31/23

Approved as to Form:


County Law Director

23-0133

Anderson County Government Employee AEMT Class Agreement

This Agreement is made on _____ by and between,
Seth Burdick (Employee) and Anderson County Emergency Medical Services (ACEMS).

Where as Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee has applied for and has been accepted into the AEMT (Course of Study) at Anderson County EMS (Program) beginning on/or about August 08, 2023 and ending on/or about November 28th, 2023.

Witnesseth:

Section 1: Course Cost Coverage. ACEMS agrees to cover the total fees for the Course, as long as the Employee is actively employed in a full-time capacity for a period of no less than one (1) year after obtaining licensure/certificate as an AEMT from the State of Tennessee. (ACEMS will not pay for testing fees, which are considered a separate cost from the class requirements). The course fee total is \$2,300.

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- b. Employee moves from full-time to part-time or seasonal status for any length of time prior to the one (1) year period ending.
- c. Employee fails the AEMT class.
- d. Employee does not obtain their AEMT licensure/certificate within four (4) months of completing the AEMT course.

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

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

Section 8: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future

financial condition of the County or the performance of Employee's services under this Agreement.

Section 9: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

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23- 0133

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For Employee:


Signature

Seth Buckley
Print Full Name

Date: 5-31-2022

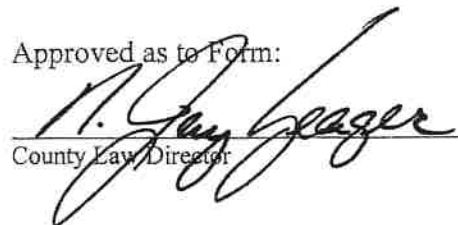
Address: 11014 Snyder
RD Knoxville TN
37909

For Anderson County:


Nathan Sweet, Director of Emergency
Medical Services

Date: 5/31/23

Approved as to Form:


County Law Director

23-0134

Anderson County Government Employee AEMT Class Agreement

This Agreement is made on _____ by and between,
Jessica Hill (Employee) and Anderson County Emergency Medical Services (ACEMS).

Where as Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee has applied for and has been accepted into the AEMT (Course of Study) at Anderson County EMS (Program) beginning on/or about August 08, 2023 and ending on/or about November 28th, 2023.

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Section 22: Assignment. This Agreement is not assignable.

Section 23: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:


Signature

Jessica Hill
Print Full Name

Date: 5/31/2023

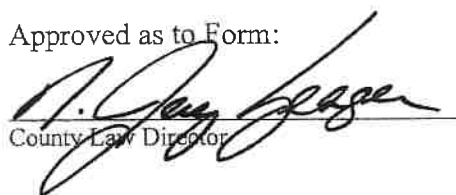
Address: 1160 Serenity Ln
Clinton, TN 37716

For Anderson County:


Nathan Sweet, Director of Emergency
Medical Services

Date: 5/31/23

Approved as to Form:


County Law Director

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)																																			
Begin Date 8/1/2023		End Date 6/30/2025		Agency Tracking # -	Edison ID																														
Grantee Legal Entity Name Anderson County Government					Edison Vendor ID 4143																														
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number: N/A Grantee's fiscal year end: June 30																																	
Service Caption (one line only) VCIF, Competitive Collaborative Enhancement Grant																																			
Funding — <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">FY</th> <th style="width: 20%;">State</th> <th style="width: 20%;">Federal</th> <th style="width: 20%;">Interdepartmental</th> <th style="width: 10%;">Other</th> <th style="width: 30%;">TOTAL Grant Contract Amount</th> </tr> </thead> <tbody> <tr> <td>FY24</td> <td>\$1,187,400.00</td> <td></td> <td></td> <td></td> <td>\$1,187,400.00</td> </tr> <tr> <td>FY25</td> <td>\$697,600.00</td> <td></td> <td></td> <td></td> <td>\$697,600.00</td> </tr> <tr> <td>FY26</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL:</td> <td>\$1,885,000.00</td> <td></td> <td></td> <td></td> <td>\$1,885,000.00</td> </tr> </tbody> </table>						FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount	FY24	\$1,187,400.00				\$1,187,400.00	FY25	\$697,600.00				\$697,600.00	FY26						TOTAL:	\$1,885,000.00				\$1,885,000.00
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FY26																																			
TOTAL:	\$1,885,000.00				\$1,885,000.00																														
Grantee Selection Process Summary <input checked="" type="checkbox"/> Competitive Selection The Competitive Selection process utilized was as per the DGA. <input type="checkbox"/> 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 FA00003518		Account Code County - 71301000																																	

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
ANDERSON COUNTY GOVERNMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Anderson County Government, hereinafter referred to as the "Grantee," is for the provision of administering Violent Crime Intervention Fund (VCIF) funds for the improvement of the criminal justice system, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4143

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the Violent Crime Intervention Fund (VCIF) program is to provide support to local law enforcement in developing and implementing evidence-based strategies to combat violent crime.
 - a. Program priorities include but are not limited to:
 1. Evidence-informed interventions that are shown to have demonstrated impact on violent crime within the community;
 2. Equipment and technology purchases that enhance local law enforcement agencies' ability to safety and effectively prevent and address violent crime;
 3. Coordinated projects that engage community partners in identifying and implementing interventions to address violent crime; and
 4. Training and technical assistance.
 - b. The grantee shall be required to:
 1. Submit annual reporting to the Office of Criminal Justice Programs of required outputs, performance measurement data, and deliverables for their project; and
 2. Retain inventories and other records of purchases made and services provided using grant funds.
 3. Disclose any subcontract, grant agreement or contract to a local government or nonprofit and adhere to the quarterly reporting requirements to include information identifying the name and location of each grant or contract recipient, the amount of the grant or contract and the purpose for which the funds are used. This quarterly report will be provided by OCJP to the Speakers of each House of the General Assembly, the Chairs of the Finance, Ways and Means Committees

of the Senate and the House of Representatives and the Office of Legislative Budget analysis.

A law enforcement agency receiving a grant is authorized to enter into a grant agreement or contract with a local governmental agency or a third-party nonprofit organization to provide programs and services; provided, that a nonprofit organization must have at least five (5) years' experience in providing programs and services focused on violent crime intervention and those programs and services must be evidence-based or research-based (as defined in Tennessee Code Annotated, Section 37-5-121) and accompanied by monitoring and quality control procedures that ensure that such programs and services are delivered according to applicable standards.

c. Any change in terms or conditions will require a contract amendment.

A.6. 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 proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on 8/1/2023 ("Effective Date") and extend for a period of Twenty Three (23) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

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 Million Eight Hundred Eighty Five Thousand Dollars (\$1,885,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2024 and Attachment A-1 for fiscal year 2025, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Finance and Administration
 Office of Business and Finance
 Attention: Invoicing
 312 Rosa L. Parks Avenue, Suite 2000
 Nashville, TN 37243
OBF.Grants@tn.gov

- 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 Finance and Administration, Office of Criminal Justice Programs.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. 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 amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) 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 Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said 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 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 contract period 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. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.
- 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:

Ben Weinstein, Program Manager
 Department of Finance and Administration
 Office of Criminal Justice Programs
 312 Rosa L. Parks Avenue, Suite 1800
 Nashville, Tennessee 37243-1102
 Email: Benjamin.Weinstein@tn.gov
 Telephone # (615) 687-7061

The Grantee:

Lounicia Bolton, Crime Analysis
 Anderson County Sheriff's Office
 101 S. Main Street, Ste. 400
 Clinton, Tennessee 37716
 Email: lbolton@tnacso.net
 Telephone # (865) 457-7282

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 such 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.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has

ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five hundred dollars (\$500.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the

remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

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

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

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

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions

agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state

sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

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. Transfer of Contractor's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.3. Counterpart Clause. This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
- E.4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
 - a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and

(ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.6. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:

- a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
- (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

IN WITNESS WHEREOF,

ANDERSON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

Terry Frank, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JIM BRYSON, COMMISSIONER

DATE

APPROVED AS TO LEGAL FORM

N. Jay Yeager

Anderson County Law Director

Purchasing Committee July 2023

3416

24-0002
ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT COVER SHEET

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE VCIF
 OCJP JAG Priority Area

Required Information on Authorizing Agency: Name: Anderson County Government Federal ID Number (FEIN): 62-6000477 DUNS Number: SAM Expiration Date: Fiscal Year End Date: June 30		Implementing Agency: Name: Anderson County Sheriff's Office Address: 101 S. Main Street, Ste. 400 Clinton, TN 37716-	
Will You Have Any Subcontracts? Yes			
Project Title: Competitive Collaborative Enhancement Grant			
AUTHORIZED OFFICIAL - Contact Information			
(Name, Title, and Complete Mailing Address) Terry Frank, County Mayor 101 S Main Street, Ste. 400 Clinton, 37716		Phone Number: (865) 457-2414 EXT:	E-Mail Address: tfrank@andersoncountyttn.gov
PROJECT DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) Lounicia Bolton, Crime Analysis 101 S. Main Street, Ste. 400 Clinton, 37716		Phone Number: (865) 457-7282 EXT:	E-Mail Address: lbolton@tnacso.net
FINANCIAL DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) John Prince, Grant Coordinator 100 N Main Street, Ste 210 clinton, 37716		Phone Number: (865) 457-6202 EXT:	E-Mail Address: jprince@andersoncountyttn.gov
County/Countries Served (Type ALL if Statewide): Anderson			
U.S. Congressional District(s): 3			

Competitive Collaborative Enhancement Grant - Scope of Services
Violent Crime Intervention Fund Grant
FY 2023-2025

APPLICANT AGENCY NAME: ANDERSON COUNTY SHERIFF'S DEPARTMENT

A. CRIME DATA, PROBLEM STATEMENT, AND TARGET POPULATIONS

Discuss the nature and magnitude of the problem(s) to be addressed by the proposed funding. This should be based on current data from reliable sources that describe in detail the most pressing issues.

- A.1. Describe the unique **REGIONAL/MULTIJURISDICTIONAL violent crime** issue(s) your agency and your collaborative partners are experiencing. Please include regional data and information (population, demographics, violent crime statistics) from the other law enforcement partners you intend to collaborate with in addressing these violent crime issues. Sources should include Tennessee Incident-Based Reporting System (TBIRS) data, local law enforcement data, and local court data, among others.

Anderson County is located in the northern part of East Tennessee. The population of Anderson County in 2021 was 77,576 residents,¹ in addition to an estimated 20,000 commuter workers and increasing daily traffic counts of 54,108 vehicles traveling Interstate 75. Anderson County is home to several exits of Interstate 75. Interstate 75 enters the East Tennessee region following the Tennessee Valley from Georgia, all the way through Knoxville to Rocky Top. On the western edge of Knoxville, Interstate 75 becomes concurrent with Interstate 40, which spans from North Carolina to California and is approximately ten miles from Anderson County. The two routes continue northeasterly through western Knoxville before Interstate 75 leaves, bypassing downtown Knoxville before turning to the north again and continuing through largely rural mountain terrain into Kentucky. In addition to Interstate 75 and all its connections, Anderson County is also home to U.S. Route 25W, TN SR 62, and TN SR 95 which stem to the surrounding counties of Morgan, Cocke, Jefferson, Loudon, Roane, Knox, Putnam, Campbell, Sevier, and Fentress. The confluence of all these systems with Interstate 75 running through the county creates a significant concern for violent crimes. Anderson County is part of the Knoxville–Morristown–Sevierville combined statistical area with a population of 1,156,861. There is a nexus between crime and offenders from this metro area in Anderson County.

The 7th Judicial Crime Task Force (CTF) has been given the directive by the Attorney General to assist and respond to all violent crimes in Anderson County. The Attorney General has committed to prosecuting suppliers identified in cases of drug overdose deaths with homicide. The CTF has identified hotspots in Oak Ridge, Rocky Top, and

¹ <https://www.census.gov/quickfacts/fact/table/andersoncountytennessee/PST045221>

Claxton communities which contain smaller transient hotspots of violence and open-air drug markets. There is a nexus of drug offenders in Anderson County to Knoxville, of national and international drug networks. TBIRS entries for 2022 indicate that Anderson County Deputies responded to 1,152 violent crimes. Data collected from the department's reporting management system shows deputies responded to 687 domestic situations, 546 disturbances, 130 emotionally disturbed persons, and 122 suicidal persons. According to 2021 Crime Insight statistics² several offenses have increased from 2020 including, drug/narcotic violations up by 40 percent, weapon law



violations up 140 percent, non-consensual sex offenses up by 50 percent, and domestic violence up by 5.17 percent. Although murder, aggravated assaults, and officer assaults reflect a slight decrease compared to the prior year, violent crime numbers in Tennessee are significantly higher than the national average which, therefore, increases the possibility that Anderson County law enforcement personnel will encounter violent crime incidents. According to Crime Insight 2021 statistics, drug/narcotic violations have gone up 17.02 percent compared to 2020, and aggravated assaults are up 100 percent. Although the 7th CTF's current data reflects a slight decrease in reported offenses, violent crime numbers in Tennessee, as a whole, are significantly higher than the national average which, therefore, increases the possibility that officers will encounter violent crime incidents.

The increasing trend of domestic violence in Anderson County is disturbing. This increase includes a domestic violence homicide by firearm that occurred in December 2022. Statistics show domestic violence as the motive in 37.5% of aggravated assaults, and 61.8% of simple assaults. Additionally, these crimes are a major component in other peripheral crimes including drug abuse and child abuse/neglect. Drug trafficking

² <https://crimeinsight.tbi.tn.gov/tops/>

and drug overdose deaths correlate geographically with violent crime hotspots and other forms of social disorganization identified by the LexisNexis Virtual Crime Center software as well.

Please see the supporting case examples.

Drug Trafficking Ring

On February 13, 2020, the CTF responded to Andy's Ridge Road in reference to the resident, being in possession of stolen property. It was discovered that narcotics were on the property as well the CTF obtained a search warrant for narcotics then located approximately 1 lbs. 2 oz. of methamphetamine, 21 grams of heroin, and several prescription pills. The resident provided a confession and consented to a phone dump. During the initial investigation, it was determined that the resident was being supplied drugs by members of a major cartel operating in Tennessee. Information in this case referred to the Drug Enforcement Administration and the Department of Homeland Security in Nashville, TN, which assisted in a successful large-scale investigation that by those agencies.

Offender Profile

- Arrested 26 times just in Anderson County from 2009-2023
- Charged with ***Aggravated Assault*** more than 15 times.
- Other charges include but not limited to DUI, theft, ***resisting arrest, aggravated burglary, robbery, and manufacture/sell/deliver.***
- Has ties to a cartel.

Wanted Fugitive

On December 15, 2022, the courthouse received an eight-page email that a ***domestic violence victim*** provided. The contents of the email threatened specific individuals and gave great concern for officer safety and the victim. After conducting a risk assessment, it was determined that the fugitive had the means and capabilities of carrying through with his threats. This case was referred to the 7th Judicial Crime Task Force. The fugitive had two outstanding warrants in Knoxville for Domestic violence. Additionally, our Crime Analyst was able to find a probable address in Knox County. From here, the CTF and U.S. Marshals task force set up surveillance outside the target location. CTF identified the fugitive who was in the front yard. Upon emerging on the house, the fugitive fled, and after a brief chase apprehended all in the same day.

Offender Profile

- Spent 4 years in prison.
- Charges include but are not limited to ***Aggravated assault, aggravated burglary, and domestic assault.***

NIBIN Gun Hit

In the summer of 2021, Anderson County Sheriff's Department pursued a car stolen on Clinton Hwy from the UT area (detected on a license plate reader hit). Several

individuals were apprehended, and officers recovered a number of firearms in the car. NIBIN's results from our partnering agency Knoxville Police Department shown one of the firearms is connected to a Knoxville drive by homicide in the Mechanicsville area. We think these individuals were coming to Anderson County to do harm since all occupants had guns and were in the stolen vehicle. Some of the occupants were juveniles. Analyst found a Shocap juvenile (juvenile that is on probation for violent crime) from Knoxville who had recently moved into the area. We know this because Knoxville's Shocap data is available in Lexis-Nexis / Accurint and we were able to make that connection by looking at the Known Offender layer on the Accurint crime map.

This grant will support Anderson County regional law enforcement and the Anderson County District Attorney General's Office in their efforts to target, track, and reduce violent crime. It will strengthen the collaboration between agencies by establishing a unified crime analysis/intelligence-led policing center (CAU) as a regional resource to focus on "People, Places, Patterns, and Problems" linked to regional violent crime. This initiative will also provide "real-time crime center" capabilities on the laptops in every patrol car in the county. Establishing a CAU will also combine "data silos" in the county and offer resources to participating agencies that they currently do not have. Just one example in our proposal is county-wide sharing of the internet-based LexisNexis Virtual Crime Center software along with other software and equipment smaller agencies do not currently have. The CAU will also offer training and analytical assistance to agencies that do not have crime analysts. . In preparation for this grant submission our Crime Analyst has spent time consulting the TBI, Homeland Security and the Knoxville Police Department to benchmark best practices for a unit of this type.

Funding from this grant will provide the resources needed to provide equipment and technology to essentially make patrol cars a real-time crime center. This will also allow the CAU to accurately evaluate crime and its components present in Anderson County and direct the CTF and other agencies where to go and what to focus on. You cannot manage what you do not measure.

- A.2. Based on the information provided above, please identify which target crime types, victim types, and other regional issues of particular interest VCIF funding will help to address.

The target crime types VCIF grant funding will help address are domestic assaults, active shooter incidents, crimes against children, aggravated robberies, and any other offenses related to violent crimes against persons. The victim types related to these crimes range from all ages, and all different social classes. These targeted crimes affect business owners, devastate families, and ruin communities in Anderson County. The areas in the county that will most benefit from improved law enforcement responses, equipment, strong investigations, data collection, and communication are those in vulnerable areas that have limited resources and inefficient law enforcement responses. Time is of the essence with violent crimes and a quick response with the

proper equipment can be the difference between life and death for both responding deputies and victims of violent crimes.

- A.3.** Please briefly describe any obstacles or issues your agency has experienced with addressing these targets previously. How will VCIF funding help your agency to mitigate those obstacles?

Anderson County has six different law enforcement agencies and a crime task force within its boundaries. Although all agencies share information, the Clinton Police Department, Oliver Springs Police Department, Oak Ridge Police Department, and the 7th Judicial Crime Task Force use different dispatch software, records management systems, data collection, and information-sharing techniques. Because of this, it creates obstacles to prompt information sharing between agencies. Offenders in one city are likely to commit offenses in a neighboring city in Anderson County. Another obstacle is smaller agencies not having the funds to provide adequate phone and data analytical equipment to their personnel to be able to investigate violent crimes within their jurisdictions effectively and efficiently. Without VCIF grant funding, the Anderson County Sheriff's Department and collaborating partners would not be able to update and purchase equipment specifically focused on combating violent crime.

B. PURPOSE

State the goals, objectives, and activities of the project. Describe the factors or strategies required to conduct activities and to achieve its goals and objectives.

For a list of Goals, Objectives and Activities please see the VCIF Abstract. You are strongly encouraged to work with UTLEIC to determine which goals, objectives, and activities are appropriate for your project.

Goal 1: Address regionally specific needs to combat violent crime through sharing of intelligence and resources to effectively respond to the violent crime problem.

Objective 1.1: Establish the Crime Analysis Unit.

Activity 1.1 Activate contracts through MOUs between each of the seven participating agencies and describe each agency's role and responsibilities.

Activity 1.2 Identify and interview for positions in the CAU.

Objective 2.2 prepare the CAU for operation.

Activity 2.2 Establish CAU protocols and SOP using evidence-based, nation-wide best practices for information sharing and analyzing

Goal 2: Improve the CAU's and CTF's forensic investigation capabilities for violent crimes.

Objective 2.1 Utilize specialized high technology forensic investigative equipment, vehicles and tools, which will help investigators to identify, legally obtain, store and analyze digital data to support crime investigation, arrests, and prosecution of cases

Activity 2.1 Submit purchase orders and purchase the forensic software

programs, tools, hardware and services required by investigators to legally identify, collect, analyze, store, and report on digital media and digital evidence obtained while investigating violent Crime

Goal 3: Initiate more crime investigations through the use of specialized equipment to legally identify, retrieve, search, store, and analyze digital data and obtain digital evidence to be used towards the successful prosecution of the crime suspects.

Objective 3.1 Submit purchase orders and purchase the forensic software programs, tools, hardware and services required by investigators to legally identify, collect, analyze, store, and report on digital media and digital evidence obtained while investigating violent Crime

Activity 3.1 Install purchased equipment, tools, software and hardware.

Goal 4: Utilize funds for Directed Patrols and Warrant Roundups.

Objective 4.1: Deploy patrol vehicles to hot spots of crime. Conduct warrant round ups to take violent crime offenders off the streets.

Activity 4.1.1 Track and identify crime trends and patterns.

Activity 4.1.2 Track probation, parolee, and sexual offenders in the county.

Activity 4.1.3 Deploy patrol vehicles to areas of target crime and hot spots to prevent or deter crime from happening.

Activity 4.1.4 Conduct warrant round ups at least twice a year to get violent offenders off the streets to make the community safer.

Goal 5: Enhance local law enforcement's ability to identify, locate, investigate, arrest, and prosecute Suspects of violent crime by using equipment that enhances officers' ability to investigate and prevent violent crime safely and effectively.

Objective 5.1. Purchase and equip the Violent Crime Task Force Van, covert equipped vehicles, undercover vehicles, and patrol cars to include Search & Rescue, SWAT, and High Technology Forensic Investigative equipment.

Activity 5.1.1 Purchase a Command Van, covert equipped, and undercover vehicles designed and equipped specifically for law enforcement response to major crime scenes, search and rescue operations and on-scene high-technology investigations.

Activity 5.1.2 Purchase forensic investigations-specific equipment for immediate access at time-critical crime scenes.

Activity 5.1.3 Install forensic investigations-specific equipment in the command van for immediate access at time-critical crime scenes.

Objective 5.2: Identify violent crime suspects quickly after the crime occurs.

Activity 5.2.1 Utilize specialized emergency equipment, ON SCENE, to identify, locate, interview, and arrest violent crime suspects as well as locate and interview victims and witnesses.

Activity 5.2.2 Prepare investigative reports for use in court, including highly specialized forensic processes utilized to identify, locate, arrest, and prosecute suspects of violent crimes.

Activity 5.2.3 Equip all patrol vehicles with laptop computers so they can quickly identify, gather, and share information that can lead to the apprehension of violent crime suspects.

C. COLLABORATION

VCIF Competitive Collaborative Enhancement Funds are intended to support regional/multijurisdictional collaborative violent crime intervention projects that involve at least TWO law enforcement agencies.

- C.1.** Name **each partner law enforcement agency** that your agency intends to formally collaborate with as part of this Enhancement project.

The Anderson County Sheriff's Department, Clinton Police Department, Norris Police Department, Oak Ridge Police Department, Oliver Springs Police Department, Rocky Top Police Department, and the 7th Judicial Crime Task Force are partnering on this venture to acquire funding through Competitive Collaborative Enhancement Grant to address violent crime conjointly in Anderson County.

- C.2.** Describe the role that **each partner law enforcement agency** will play in your collaborative regional/multijurisdictional violent crime strategy, including the resources each agency will commit to the strategy.

The Anderson County Sheriff's Department will serve as the lead agency. As the lead agency, the sheriff's department is responsible for dispersing provided funds on requested equipment, submitting invoices at least once per quarter, collecting and maintain data that measure the performance and effectiveness of activities under this award, and submitting collected data to the Office of Criminal Justice Programs (OCJP) within the timeframes specified in the program.

Clinton Police Department, Norris Police Department, Oak Ridge Police Department, Oliver Springs Police Department, and Rocky Top Police Department will be issued the equipment for their agencies. They are responsible for the care and maintenance of equipment. They also will maintain data that measure the performance and effectiveness of activities under this award.

The 7th Judicial Crime Task Force will be issued the equipment for their agency. They are responsible for the care and maintenance of equipment. They also will maintain data that measure the performance and effectiveness of activities under this award.

- C.3.** If your agency intends to pass any VCIF grant funds through to these collaborative law enforcement partner agencies (subcontract), please explain that below, including the amount of funds and the purpose.

The Anderson County Sheriff's Department intends to purchase all the equipment and distribute it to the partner agencies. These resources and equipment will help establish the CAU and help respond to multi-juridical violent crime.

7th Judicial Crime Task Force 3-year total \$461,400:

- Radio (5) - \$65,000 one-time purchase
- Pole Cams (3) - \$30,000 one-time purchase
- Touch Screen Kiosk- \$5,000 one-time purchase
- Covert Vehicles (2) - \$50,000 one-time purchase
- Equipped Covert Vehicles (2) - \$120,000 one-time purchase
- Violent Crime Command Van - \$100,000 one-time purchase
- Binoculars (10) - \$600 one-time purchase
- Standing podium (2) - \$200 one-time purchase
- Medical Kit - \$1,200 one-time purchase
- Digital Cameras (3) - \$8,400 one-time purchase
- Camcorder - \$1,100 one-time purchase
- Tactitrack (2) - \$6,500 one-time purchase
- Panasonic Computer (10) - \$36,000 one-time purchase
- TV Monitors (4) - \$4,800 one-time purchase
- Bean Bag Shot Gun (2) - \$1,600 one-time purchase
- Armor Plates and Carriers (10) - \$25,000 one-time purchase
- Belts (10) - \$2,000 one-time purchase
- Pouches for Belts (40) - \$4,000 one-time purchase

Norris Police Department 3-year total \$10,600

- Touch Screen Kiosk - \$5,000 one-time purchase
- Bean Bag Shot Gun - \$800 one-time purchase
- Laptops (4) - \$4,800 one-time purchase

Clinton Police Department 3-year total \$6,600

- Touch Screen Kiosk - \$5,000 one-time purchase
- Bean Bag Shot Gun (2)- \$1600 one-time purchase

Oak Ridge Police Department 3-year total \$6,600

- Touch Screen Kiosk - \$5,000 one-time purchase
- Bean Bag Shot Gun (2) - \$1600 one-time purchase

Oliver Springs Police Department 3-year total \$6,600

- Touch Screen Kiosk - \$5,000 one-time purchase
- Bean Bag Shot Gun (2) - \$1600 one-time purchase

Rocky Top Police Department 3-year total \$6,600

- Touch Screen Kiosk - \$5,000 one-time purchase
- Bean Bag Shot Gun (2) - \$1600 one-time purchase

- C.4.** Please include Letters of Support for **each partner law enforcement agency** your agency plans to collaborate with on this Enhancement project.

A Letter of Support and agreement to complete a Memorandum of Understanding for the Competitive Collaborative Enhancement Grant was attached to the application.

- C.5.** Describe any partnerships with community-based (nonprofit) partners that your agency plans to employ for the purposes of this project, please attach copies of any current formal agreements (MOUs) and/or Letters of Support.

There are no partnerships with community-based (nonprofit) partners and the Anderson County Sheriff's Department for the purposes of this project.

D. PROJECT DESIGN & IMPLEMENTATION TIMELINE:

For the specific expenses listed in your budget (training, salary, equipment, subcontract/professional fee, etc.) please answer the following questions:

- D.1.** How will this resource be deployed/used by your agency?

Accurint® TraX Software– Will be utilized by the collaborative partners to quickly correlate critical investigative data using data-enhanced call detail record analysis for violent crime investigations.

Leads Online - Will be utilized by the collaborative partners. It is the nation's largest online investigation system which provides users access to transactions from thousands of reporting businesses. It can be utilized to track down property related to violent crimes.

FirstTwo - Will be utilized by the collaborative partners. It is an online investigation system, which provides users access to open-source social media and other data for investigating violent crime.

PenLink – Will be utilized by the Anderson County Sheriff's Department to collect, normalize and analyze complex data from phone and social media sources, more quickly and efficiently to build stronger cases in one platform.

IACA Crime Analysis Conference (x4 in FY24, x4 in FY25)– Will be utilized by the Anderson County Sheriff's Department to enhance the training of the Crime analyst. Two other employees will also be sent to these training so that there will be people with the knowledge of the crime analyst in case they are not available.

IACA Crime Analysis Classes (x6 in FY24, x6 in FY25)– Will be utilized by the Anderson County Sheriff's Department to enhance the training of the Crime analyst. Two other employees will also be sent to these training so that there will be people with the knowledge of the crime analyst in case they are not available.

SWAT Sniper School training (x2)– Will be deployed/utilized by **Anderson County Sheriff's Department deputies who are on the SWAT team who respond to violent crimes such as active shooters, aggravated assaults, robberies, hostage situations, etc.**

National Forensic Academy (x3)- Will be utilized by the Anderson County Sheriff's Department to better perform better investigations in the county.

Adobe Pro, Photo Shop- Will be utilized by the Anderson County Sheriff's Department to enhance photo and video evidence for the county.

Magnet DVR- Will be utilized by the Anderson County Sheriff's Department to recover video and metadata from password protected, broken, and burnt CCTV and Surveillance DVR's in most cases, even when the data is deleted or inaccessible. This will provide solid evidence to assist with the prosecution of violent offenders.

Iprotect multi-channel wireless detector- Will be utilized by the Anderson County Sheriff's Department to be able to detect phones in the detention facility.

(7) Touch Screen Kiosk Software- Will be utilized by the collaborative partners to share BOLO's and Data efficiently and effectively with all departments.

(3) Pole Camera and software- Will be deployed/utilized by the Anderson County Sheriff's Department by placing camera(s) in identified or suspected hot spots in the county in order to monitor vulnerable areas prone to violent crimes and evidentiary data for assistance in the prosecution of violent offenders.

Overtime- Will be utilized by the Anderson County Sheriff's Department to place additional personnel from all collaborative partners in vulnerable, identified hot spots to reduce/respond to violent crimes and conduct Warrant round ups for violent offenders.

(1) Covert vehicle with equipment- Will be deployed/utilized by the Anderson County Sheriff's Department to respond to violent crimes and to conduct covert surveillance in identified and suspected hot spots within the county. This will allow officers to be proactive instead of purely reactive to violent crimes in Anderson County. The vehicles will be equipped with working blue lights and sirens, along with in car radios. This vehicle will not be used for regular patrol.

(2) Covert vehicle- Will be deployed/utilized by the Anderson County Sheriff's Department to respond to violent crimes and to conduct covert surveillance in identified and suspected hot spots within the county. This will allow officers to be proactive instead of purely reactive to violent crimes in Anderson County. These vehicles will not be used for regular patrol.

(1) Violent Crime Task Force Van- Will be deployed/utilized by the Anderson County Sheriff's Department to respond to violent crimes within the Anderson County. This will allow officers to be prepared and have all the needed items/equipment when responding to violent crimes.

(10) Binoculars- Will be used by the Anderson County Sheriff's Department to observe activities or objects unobservable from a certain location or not visible to the naked eye.

(2) Standing podium- Will be used by the Anderson County Sheriff's Department for monitoring poll cams.

(2) Med Kit- Will be utilized by the Anderson County Sheriff's Department to give

immediate medical treatment, primarily to injuries and other mild or moderate medical conditions, to victims of violent crimes.

(3) Sony Digital Camera- Will be utilized by the Anderson County Sheriff's Department to capture evidence and photographs for cases involving violent crimes. This will provide solid evidence to assist with the prosecution of violent offenders.

Camcorder- Will be utilized by the Anderson County Sheriff's Department to capture evidence and photographs for cases involving violent crimes. This will provide solid evidence to assist with the prosecution of violent offenders.

(2) Tackitrack- Will be utilized by the Anderson County Sheriff's Department to track violent crime suspect vehicles to be able to build a better case for prosecution

(10) Panasonic Computers- Will be utilized by the Anderson County Sheriff's Department to be able to access all electronical investigative tools and reporting.

(45) Laptop Computers- Will be utilized by the Anderson County Sheriff's Department to be able to access all electronical investigative tools and reporting.

(2) Laptop Computers- Will be utilized by the Anderson County Sheriff's Department CAU to be able to access all electronical investigative tools and reporting.

Plotter 36"- Will be utilized by the Anderson County Sheriff's Department to Create posters and maps to share data with other departments.

Plotter 24"- Will be utilized by the Anderson County Sheriff's Department to Create posters and maps to share data with other departments.

(7) TV Monitors- Will be utilized by the Anderson County Sheriff's Department to properly monitor poll cams and reporting systems.

(25) Ballistic Helmets- Will be deployed/utilized by Anderson County Sheriff's Department deputies responding to violent crimes such as active shooters, aggravated assaults, robberies, hostage situations, etc. in response to the disturbing officer-involved shooting statistics, in order to protect officers from sustaining fatal injuries related to gunfire while responding to violent crimes.

(25) Headsets for Ballistic Helmets- Will be deployed/utilized by Anderson County Sheriff's Department deputies responding to violent crimes such as active shooters, aggravated assaults, robberies, hostage situations, etc. in response to the disturbing officer-involved shooting statistics, in order to protect officers from sustaining fatal injuries related to gunfire while responding to violent crimes.

(80) Ballistic Vest and Carriers- Will be deployed/utilized by Anderson County Sheriff's Department deputies responding to violent crimes such as active shooters, aggravated assaults, robberies, hostage situations, etc. in response to the disturbing officer-involved shooting statistics, in order to protect officers from sustaining fatal injuries related to gunfire while responding to violent crimes.

(25) Tactical Belts and (100) Pouches- Will be deployed/utilized by Anderson County Sheriff's Department deputies responding to violent crimes such as active shooters, aggravated assaults, robberies, hostage situations, etc. in response to the disturbing officer-involved shooting statistics, in order to protect officers from

sustaining fatal injuries related to gunfire while responding to violent crimes.

(10) APX 8000 Portable radios- Will be deployed/used by the 7th Judicial Task Force officers as a means of communication with dispatch or other officers. Although it will be used primarily to receive assignments and transmit dispositions (including those of a violent nature), it will also be used to seek assistance from others and coordinate activities. All radios will have P25 encryption.

(25) VP8000 DUALBAND UHF/7/800 Portable Radios- Will be deployed/used by Anderson County Sheriff's Department officers as a means of communication with dispatch or other officers. Although it will be used primarily to receive assignments and transmit dispositions (including those of a violent nature), it will also be used to seek assistance from others and coordinate activities. All radios will have P25 encryption.

(15) Bean Bag dedicated Shotguns- Will be utilized by the Anderson County Sheriff's Department as a less lethal option when responding to calls of a violent nature.

(2) MX908 Testing Machine- Will be utilized by the Anderson County Sheriff's Department to identify hazardous narcotics that result in Death and serious bodily harm and to keep the public, and themselves, safe.

(2) QUAD™ CRISIS RESPONSE MODULE- Will be deployed/utilized by Anderson County Sheriff's Department deputies responding to violent crimes such as active shooters, aggravated assaults, robberies, hostage situations, etc.

- D.2.** List any staff you plan to hire and/or subcontracts your agency intends to utilize to implement your Goals, Objective, and Activities listed above. Please provide, JOB DESCRIPTIONS as separate attachments to this Scope.

Under this Enhancement project, the intention is to hire one (1) full-time Crime Analyst and one (1) full-time Grant Program Administrative Assistant/Crime Analyst to utilize to implement goals, objectives, and activities. Job descriptions were attached to the application. The Anderson County Sheriff's Office and District Attorney's Office can absorb the two new positions from the grant into their budgets when the grant period ends.

- D.3.** Describe how your agency will implement the activities funded by VCIF – provide detail as to how the equipment, staff, training, subcontracts, and other items **listed on your budget** will enable or enhance the Goal(s), Objectives, and Activities listed above.

The Anderson County Sheriff's Department will implement the activities funded by the VCIF grant in a logical and orderly progression of steps overseen by the project manager. The creation of the CAU will increase the success rate of investigations, arrests, and prosecution of criminals involved in violent crimes through the ability to quickly share information, forecast projected patterns of crime and where they will occur, and by allowing officers to have access to investigative software. Obtaining the

Crime Task Force van will help officers bring critical, technical equipment to crime scenes which will help them safely process crime scenes, assist victims, and interview suspects and witnesses. Purchasing the covert vehicles will allow officers to build cases and identify locations where violent criminals are in order for them to be apprehended safely and discreetly. The equipment, staff, and other items listed in the budget will enable ACSO and our partnering agencies to reach every one of our listed Goals, Objectives, and Activities by having technology in the hands of all officers which allows them to obtain pertinent information to be able to quickly identify suspects and patterns.

D.4. What impact will this funding have on your agency's ability to respond to violent crime?

The impact this funding will have on Anderson County regional agencies' ability to respond to violent crime will be the means to place needed equipment and technology in the hands of law enforcement personnel resulting in violent crimes being cleared promptly, which will eventually result in fewer victims of violent crime. Providing the CAU and CTF with the requested software, Crime Task Force van, and covert vehicles will enable officers to collect and quickly analyze forensic evidence, increasing the ability to identify, arrest, prosecute, and convict violent criminals.

Please edit the timeline below to include the activities listed above, according to your specific project:

Length of time	ACTIVITY	INDIVIDUAL RESPONSIBLE
30 days after contract execution	Engage with LEIC for ongoing support and implementation. Hire Crime analysis / Grant programs administrative assistant positions. Execute contracts for analysis software	Detective Lounicia Bolton
60 days after contract execution	CAU's Protocol and SOP are created and implemented. Create the data collection and outcomes reporting protocol and train the administrative assistant to use it.	Detective Lounicia Bolton
180 days after contract execution	Purchase the Crime Task Force van Send Crime Analyst for training Order equipment, supplies, and software for the CAU, CTF, and Patrol officers	Captain Kenny Sharpe, LT. Steve Owens and Detective Lounicia Bolton
180 days after contract execution	Purchase 1 Covert Vehicle, 1 Fully equip Covert Vehicle	Captain Kenny Sharpe

1 year after contract execution	Conduct annual program analysis to identify violent crime trends within the region; compare stated program goals with program outcomes; adjust strategies, if necessary, to stay on track to accomplish program goals. Track grant-related outputs	Project Director or designee
1-2 years after mobile and portables received	Purchase final 1 Covert Vehicle, Send officers to Sniper School and Forensics Academy Send Crime Analyst for training	Captain Kenny Sharpe LT.Steve Owens
2 years after contract execution	Conduct annual program analysis to identify violent crime trends within the region; compare stated program goals with program outcomes; adjust strategies, if necessary, to stay on track to accomplish program goals. Prepare for grant funding to end in 4 months. Prepare new MOUs with current and any new partnering agencies. Ensure new funding sources are available through existing agency budgets and begin grant writing for any available sources of grant funds.	Project Director or designee
Report submission as required	Required benchmark and outcomes reporting.	Project Director or designee
End of contract period	Submit program output report.	Project Director or designee

E. OUTPUTS

E.1. The following performance measures will be reported as required. Please select the appropriate **OUTPUTS** from the **VCIF Abstract** and include **any additional Outputs your strategy will yield**:

- Number of purchased equipment listed in Project Design.
- Number of new investigations as a result of this funding
- Number of people hired
- Number of trainings provided
- Number of trainings attended
- Number of hotspots identified as a result of this funding
- Number of new arrests as a result of this funding

F. DATA COLLECTION AND INFORMATION SHARING

Describe the process utilized for collecting the data in OUTPUTS. Provide a detailed description along with what the role of each position is in the process. The process should include a system in place that identifies violent crime trends within the region on an annual

basis. Discuss how the agency has the capacity to generate statistical reports upon request that support the progress of program activities.

- F.1.** Describe how your agency plans to collect and use data on the violent crime interventions funded with this grant. Please include what method(s) of data collection your agency will utilize and how the information gathered will be used to improve programming over time.

The Anderson County Sheriff's Department will collect reported data and input all arrests and violent crimes into TIBRS. The information collected will be used to focus on areas where communication is limited between citizens and emergency personnel and focus on violent crime trends in the county.

The data collected will be used for project evaluations and reviews which will take place among all project members.

- F.2.** Describe how you will work with your collaborative partner(s) to track activities and outputs, as well as the impact of those violent crime interventions over time. How will your collaborative team use that information to improve programming?

The grant program administrative assistant / intelligence analyst will be responsible for two jobs: 1. Assistant to the 7th Judicial Crime Task Force. 2. Analyst. As analyst the administrative assistant will collect and compile relevant data from Online sources such as TBIRS, Civic Eye (CTF Reporting system) and other databases to determine violent crime trends in Anderson County and individuals involved and the surrounding counties for grant reporting purposes.

Protocol will be established by the CAU so that all employees track their activities and results related to measuring program stated outputs. The administrative assistant will compile this data monthly. This collection of data will be analyzed, monthly, by the CAU in conjunction with the monthly Judicial Task Force meeting. The analysis will show the results of our monthly efforts to reach our proposed output goals. For example: Track the number of crimes/calls for service and cases wherein detectives require assistance from the CAU and CTF; Track the number of times patrol and DAs apply their newly acquired expertise to search for forensic evidence; Track the number of cases solved because of assistance from the CAU; Track the percentage increase or decrease in the amount of regional violent crime during the grant period; We will analyze ongoing regional violent crime trends; identify any crime series; track the promptness of forensic evidence examinations by our investigators (evidence turn-around time); count the number of times forensic evidence is used during criminal prosecutions by DA's, patrolman, and detectives.

G. ACCOUNTABILITY

- G.1.** Describe how this funding will have a long-term impact on the violent crime in your region.

Funding from the VCI will continue to have a great impact on violent crime in Anderson County long after the contract ends because most of the equipment purchased and knowledge gained will not expire. The training and equipment provided will continue to result in better investigations and preservation of evidence. That in return will lead to arrests, prosecution, and convictions which will benefit the citizen of Anderson County.

- G.2.** Include information on how enhanced collaborations, improved investigations, and newly fostered community relationships will be sustained.

Improved investigations due to the partnership and purchased equipment with VCIF grant funding will further identify new hot spots and patrol of these areas will be increased. Newly fostered community relationships will grow due to officers serving their community in the most vulnerable areas and making it safer for visitors and residents alike. Data will assist in evaluating the successes of the project and identify areas for targeted improvement.

All Anderson County law enforcement personnel will benefit from the improved equipment and partnerships created from this grant to investigate, locate and apprehend violent offenders. Most importantly the citizens and victims of violent crimes in Anderson County will benefit from the actions by law enforcement as a result of this funding because Anderson County will be a safer place to live and visit.

- G.3.** Explain how your agency will ensure that the equipment purchased with VCIF funds will be used for its intended purpose in the future. Please specify the position at your agency that will be responsible for ensuring this.

All equipment purchased for this project will be inventoried and assigned by Lieutenant Steve Owens and Sergeant LB Steele. They will ensure all equipment will be utilized by appropriate personnel in Anderson County. Lieutenant Steve Owens will maintain the inventory list and any issues pertaining to any equipment will be reported to Sergeant LB Steele. All vehicles purchased with VCIF funds will be issued to and used exclusively by the units/individuals identified in this document. All appropriate policies and procedures will be followed or developed as needed for the equipment/data from this project. All vehicles will be assigned to working 7th task force members.

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GRANT BUDGET				
AGENCY NAME: Anderson County Sheriff's Department				
FUND SOURCE: VCIF				
SOLICITATION IDENTIFICATION TITLE: VCIF: Competitive Collaborative Enhancement Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 08/01/2023 END: 06/30/2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$166,000.00	\$0.00	\$166,000.00
4, 15	Professional Fee, Grant & Award ²	\$221,000.00	\$0.00	\$221,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$429,700.00	\$0.00	\$429,700.00
11, 12	Travel, Conferences & Meetings ²	\$10,400.00	\$0.00	\$10,400.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$350,300.00	\$0.00	\$350,300.00
22	Indirect Cost ²	\$10,000.00	\$0.00	\$10,000.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$1,187,400.00	\$0.00	\$1,187,400.00

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

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

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GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Anderson County Sheriff's Department

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: VCIF: Competitive Collaborative Enhancement Grant

SALARIES, BENEFITS & TAXES	AMOUNT
Crime Analyst \$40,000.00 + \$25,000.00 (prorated 11 months)	\$58,000.00
Grant Program Assistant \$40,000.00 + \$25,000 (prorated 11 months)	\$58,000.00
Overtime For Directed Patrols and Warrant Roundups - 1,612 hours	\$50,000.00
TOTAL	\$166,000.00

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Accurint + Trax Software	\$75,000.00
PenLink Software	\$75,000.00
Leads On Line Software	\$60,000.00
First Two Software	\$11,000.00
TOTAL	\$221,000.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies: Potdium = \$100 each x 2	\$200.00
Supplies: Medical Kit = \$1,200 each x 2	\$2,400.00
Supplies: Tacktical Belt = \$300.00 each x 25	\$7,500.00
Supplies: Pouches = \$100 each x 100	\$10,000.00
Supplies: Binoculars = \$60 each x 10	\$600.00
Sensitive Minor Equipment: Laptop Computers = \$1,200.00 each x 45	\$54,000.00
Sensitive Minor Equipment: Laptop Computers = \$1,500.00 each x 2	\$3,000.00
Sensitive Minor Equipment: VP8000 DUALBAND UHF/7/800 portable Radios = \$4,200.00 each x 25 (P25 encryption compliant)	\$105,000.00
Sensitive Minor Equipment: Plotter 36"	\$2,000.00
Sensitive Minor Equipment: Head Set for Helmats = \$2,500.00 each x 25	\$62,500.00
Sensitive Minor Equipment: Helmats = \$2,000.00 each x 25	\$50,000.00
Sensitive Minor Equipment: Ballistic Vest Carrier and Plates = \$2,500 each x 25	\$62,500.00
Sensitive Minor Equipment: Ballistic Vest = \$700.00 each x 35	\$24,500.00
Sensitive Minor Equipment: TV Monitors = \$1,200 each x 7	\$8,400.00
Sensitive Minor Equipment: Touch Screen Kiosk = \$5,000.00 each x 7	\$35,000.00
Sensitive Minor Equipment: Plotter 24"	\$1,500.00
Sensitive Minor Equipment: Adobe Pro, Photo Shop	\$600.00
TOTAL	\$429,700.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Training and Conferences Attended by Agency Staff: IACA Crime Analysis Conference \$2,000.00 each x 4	\$8,000.00
Training and Conferences Attended by Agency Staff: IACA Crime Analysis Classes \$400 each x 6	\$2,400.00
TOTAL	\$10,400.00

CAPITAL PURCHASE	AMOUNT
Description of Capital Purchases: Pole Cameras, with software = \$10,000 each x 3	\$30,000.00
Description of Capital Purchases: Magnet DVR	\$5,300.00
Description of Capital Purchases: Violent Crime Task Force Van	\$100,000.00

Description of Capital Purchases: Covert Vehicle	\$25,000.00
Description of Capital Purchases: Equipped Covert Vehicle, blue lights, sirens and in car radio	\$60,000.00
Description of Capital Purchases: APX 8000 Portable Radio = \$13,000 each x 10 (P25 encryption compliant)	\$130,000.00
TOTAL	\$350,300.00

INDIRECT COST	AMOUNT
Up to 10% de-minimis rate of Modified Total Direct Costs (MTDC)	\$10,000.00
TOTAL	\$10,000.00

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Page 1

GRANT BUDGET				
AGENCY NAME: Anderson County Sheriff's Department				
FUND SOURCE: VCIF				
SOLICITATION IDENTIFICATION TITLE: VCIF: Competitive Collaborative Enhancement Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2024 END: 06/30/2025				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$180,000.00	\$0.00	\$180,000.00
4, 15	Professional Fee, Grant & Award ²	\$221,000.00	\$0.00	\$221,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$81,300.00	\$0.00	\$81,300.00
11, 12	Travel, Conferences & Meetings ²	\$44,400.00	\$0.00	\$44,400.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$164,000.00	\$0.00	\$164,000.00
22	Indirect Cost ²	\$6,900.00	\$0.00	\$6,900.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$697,600.00	\$0.00	\$697,600.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*.
(posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/ocip/Appendix_J_Policy_03_Report.xls)

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

ATTACHMENT A-1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Anderson County Sheriff's Department

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: VCIF: Competitive Collaborative Enhancement Grant

SALARIES, BENEFITS & TAXES	AMOUNT
Crime Analyst \$40,000.00 + \$25,000.00	\$65,000.00
Grant Program Assistant \$40,000.00 + \$25,000	\$65,000.00
Overtime For Directed Patrols and Warrant Roundups - 1,612 hours	\$50,000.00
TOTAL	\$180,000.00

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Accrunt + Trax Software	\$75,000.00
Leads on Line Software	\$60,000.00
First Two Software	\$11,000.00
PenLink Software	\$75,000.00
TOTAL	\$221,000.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies: Camcorder = \$1,100	\$1,100.00
Supplies: Digital Camera = \$2,800 each x 3	\$8,400.00
Sensitive Minor Equipment: Ballistic Vest = \$700 each x 20	\$14,000.00
Sensitive Minor Equipment: Computer = \$3,600 each x 10	\$36,000.00
Sensitive Minor Equipment: Bean Bag Shotgun = \$800 each x 15	\$12,000.00
Sensitive Minor Equipment: Tackittrack = \$3,250 each x 2	\$6,500.00
Sensitive Minor Equipment: Iprotect Multi-Channel wireless detector	\$3,300.00
TOTAL	\$81,300.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Training and Conferences Attended by Agency Staff: SWAT Sniper School = \$2,000.00 each x 2	\$4,000.00
Training and Conferences Attended by Agency Staff: National Forensic Academy = \$10,000 each x 3	\$30,000.00
Training and Conferences Attended by Agency Staff: IACA Conference \$2000 each x 4	\$8,000.00
Training and Conferences Attended by Agency Staff: IACA Crime Analysis Classes \$400 each x 6	\$2,400.00
TOTAL	\$44,400.00

CAPITAL PURCHASE	AMOUNT
Description of Capital Purchases: Covert Vehicles	\$30,000.00
Description of Capital Purchases: QUAD™ CRISIS RESPONSE MODULE = \$7,000 each x 2	\$14,000.00
Description of Capital Purchases: MX908 Tester = \$60,000.00 each x 2	\$120,000.00
TOTAL	\$164,000.00

INDIRECT COST	AMOUNT
Up to 10% de-minimis rate of Modified Total Direct Costs (MTDC)	\$6,900.00
TOTAL	\$6,900.00



Violent Crime Intervention Fund Equipment Certification

Pursuant to Title III-2 Item 3.5 to the Department of Finance and Administration, Office of Criminal Justice Programs, identified on page B-19 of the 2022-2023 Budget Document, the Violent Crime Intervention Fund (VCIF) shall be used for the sole purpose of providing grants to law enforcement agencies for violent crime intervention initiatives. All recipients of VCIF grants shall certify to abide by the following requirements for all equipment, materials, technology, and other expenses funded in whole or in part with VCIF grant funds, at any point throughout the life of the grant.

As an authorized representative of a law enforcement agency receiving a VCIF grant, I certify that this agency shall:

1. Have and maintain a current certification by the Tennessee Association of Chiefs of Police throughout the life of this grant and limit the use of all VCIF-grant funded equipment, materials, and technology only to those agency employees with active certification by the Tennessee Police Officer Standards and Training Commission (POST). 105 (see Schedule A).
2. Comply with all applicable federal and state laws (including, but not limited to, Federal Aviation Administration [FAA] and other Federal agency requirements, Tennessee Code Annotated, and State of Tennessee agency regulations and rules), including but not limited to TCA 39-13-609 specific guidance with regard to usage of unmanned aerial vehicles/drones (UAVs).
3. Have and maintain a current certification from the Tennessee Association of Chiefs of Police regarding its Use of Force and Duty to Intervene and Render Aid policies. The Agency must also comply with all applicable law regarding use of force and certification of use of force policies, including but not limited to TCAs 38-3-121, 38-8-101, 38-8-113, 38-8-127:130, and 40-6-105.
4. Comply with all local county/municipal government rules and ordinances governing procurement, use, inventory, and storage of the grant funded equipment and services purchased with grant funds.
5. Comply with all applicable agency policy, procedure, and protocol related to the acquisition, use, maintenance, or storage of the grant funded equipment and services, including developing and implementing policies and procedures required by state, federal, or local law or ordinance, and Schedule A of this certification.
6. Provide all employees training regarding appropriate use of VCIF-funded equipment prior to the use of such equipment.
7. Utilize all equipment, materials, technology, and other expenses funded in whole or in part with VCIF funds only for its expressed intended scope and purpose as outlined in Attachment A of the VCIF contract ("scope document") during the life of this grant and all extensions of the grant period.
8. Provide notice of any agency non-compliance with certifications number 1-7 above to the TN Department of Finance and Administration Office of Criminal Justice Programs (OCJP) via the contact information provided below immediately upon discovery of said non-compliance, and provide a detailed report outlining said non-compliance no later than 48 hours from discovery, unless an extension is granted to the Agency; **AND**

9. Provide notice of the death of any person related to the use of any grant funded equipment, program, or service to the TN Department of Finance and Administration Office of Criminal Justice Programs (OCJP) via the contact information provided below immediately upon discovery of said death and submit a detailed report outlining the circumstances surrounding said death no later than 48 hours from discovery unless an extension is granted to the Agency.

By my signature below I acknowledge that I have read and understand the requirements and obligations stated in this certification document including Schedule A and Attachment A to the VCIF contract and, as the duly Authorized Official for the agency, certify that the agency shall comply with all the stated requirements and obligations.

I further expressly acknowledge and agree that the agency is bound by the stated requirements and obligations now and unless stated otherwise above after the expiration of the VCIF funding contract and that these provisions form a material part of the consideration for the award of VCIF grant funds appropriated.

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

Authorized Signature of the Applicant Agency

Date

APPROVED AS TO LEGAL FORM


N. Jay Yeager
Anderson County Law Director

Schedule A – Agency Policies and Protocols for Certain VCIF-funded Equipment and Technology

Prior to the use of VCIF-Funded Equipment, Technology, or Services, the Agency shall have in place official Standard Operating Procedures (SOP) that specifically govern the following subject matter as outlined below:

1. **Training on Appropriate Use of VCIF-funded Equipment:** When developing the SOP outlining appropriate use of VCIF-funded Equipment, VCIF funded agencies should examine scenarios in which VCIF-funded equipment will likely be deployed, the decision-making processes that will determine whether such equipment is used, and the potential that both use and misuse of such equipment could create fear and distrust in the community. Protocols should consider whether measures can be taken to mitigate that effect (e.g., keep armored vehicles at a staging area until needed) and any alternatives to the use of such equipment and tactics to minimize negative effects on the community, while preserving officer safety.
2. **Supervision of Use:** The SOP must specify what constitutes appropriate supervision of personnel operating or utilizing VCIF-funded equipment. Supervision must be tailored to the type of equipment being used and the nature of the engagement or operation during which the equipment will be used. SOP must describe when a supervisor of appropriate authority is required to be present and actively overseeing the use of the equipment in the field.
3. **Effectiveness Evaluation:** The SOP must articulate that the requesting organization will regularly monitor and evaluate the effectiveness and value of VCIF-funded equipment to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. Requesting organizations should review after-action reports routinely and analyze any data on, for example, how often such equipment is used or whether such equipment is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.
4. **Auditing and Accountability:** The SOP must include strong auditing and accountability provisions that state that the VCIF-funded agency personnel must agree to adhere to agency, state, local, tribal, territorial, and Federal law and policies associated with the use of VCIF-funded equipment and acknowledge and agree that they will be held accountable for failure to do so.
5. **Use of Force:** The SOP shall mandate compliance with Agency's Use of Force and Duty to Intervene and Render Aid policy when using VCIF-funded equipment.
6. **UAV Coordinator:** The SOP must delegate a UAV coordinator to develop and manage drone policies and procedures, update policies for compliance with federal, state, and local laws and regulations, and ensure operators are trained and certified. Specifically, the Coordinator must ensure that the agency complies with all registration and certifications administered by the FAA and all Certificates of Waiver or Authorization (COA) for specific UA activities; implements a prohibition on the intentional recording or transmission of images of any location where a person would have a reasonable expectation of privacy absent exigent circumstances, or a warrant; and implements a prohibition on weaponization of drones.
7. **Recordkeeping:** The SOP shall include a document and data retention requirement for all requests, authorizations, deployment use, maintenance, evidence, and data related to the acquisition, purchase, or use of all VCIF-funded equipment and technology that satisfies all applicable legal retention requirements.



Use of State Contracts for Law Enforcement Radios and License Plate Readers (LPR)

Equipment Purchase Certification

On behalf of the applicant entity named below, I certify the following to the Tennessee Department of Finance and Administration; Office of Criminal Justice Programs (OCJP):

I have personally read and reviewed the solicitation section entitled 4.1 "State Funding Program Requirements" subsection entitled 4.1.3 "Statewide Contracts and Cooperative Agreements" in the grant solicitation for the Violence Crime Intervention (VCI) Fund. I understand that LPRs are only allowable on State right-of-ways and require an application to be submitted to the TN Department of Transportation/TN Department of Safety and Homeland Security (with a copy submitted to OCJP). I certify our agency will comply with the purchasing of said items under the regulations outlined in the grant solicitation.

I acknowledge that a failure to comply with the purchasing requirements outlined in the solicitation regarding law enforcement radios and license plate readers will result in questioned costs associated for each item not in compliance and our agency will be required to reimburse the State for those costs incurred. I further understand the preference for other desired equipment to be purchased from state contract or cooperative agreement when applicable.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the Office of Criminal Justice Programs).

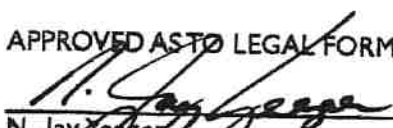
Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

Authorized Signature of the Applicant Agency

Date

APPROVED AS TO LEGAL FORM


N. Jay Yeager
Anderson County Law Director



Violent Crime Intervention Funds Subcontract Reporting Certification

As per Title III-2 Item 3.5 to the Department of Finance and Administration, Criminal Justice Programs, for Violent Crime Intervention Grants, and identified on page B-19 of the 2022-2023 Budget Document, shall be used for the sole purpose of providing grants to law enforcement agencies for violent crime intervention initiatives. As such, the Office of Criminal Justice Programs (OCJP) recipients of the Violent Crime Intervention Funds (VCIF) are required to disclose any subcontract, grant agreement or contract to a local government or nonprofit to OCJP and adhere to OCJP's quarterly reporting requirements related to that subcontract, grant agreement or contract to ensure compliance with the reporting requirements outlined in the budget document.

As a law enforcement agency receiving a VCIF grant, I acknowledge that any subcontract, grant agreement or contract entered into under my OCJP VCIF grant must comply with the following:

- Be with a local governmental agency or a third-party nonprofit organization to provide programs and services; provided, that a nonprofit organization must have at least five (5) years' experience in providing programs and services focused on violent crime intervention and those programs and
- Services must be evidence-based or research-based (as defined in Tennessee Code Annotated, Section 37-5-121) and
- Must be accompanied by monitoring and quality control procedures that ensure that such programs and services are delivered according to applicable standards.
- Prior to executing any subcontract, the law enforcement agency must have prior approval from OCJP and include appropriate language as required in the subcontract prior to executing said subcontract.

Additionally, I acknowledge that each law enforcement agency that approves a subcontract, grant agreement or contract with an agency of local government or a third-party nonprofit organization to receive VCIF shall provide a quarterly report to OCJP via the following link: https://stateoftennessee.formstack.com/forms/vcif_subcontract_reporting. The report will include information on the name and location of each subcontractor, grant recipient or contract; the amount of the contract and the purpose for which the funds are used. Reports are due to OCJP July 31st, October 31st, January 31st and April 31st. This quarterly report shall identify the name and location of each grant recipient, the amount of the grant, and the purpose for which the funds are used.

By my signature below I acknowledge I have read and understand the information in this certification and agree to comply with the requirements outlined within.

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

Authorized Signature of the Applicant Agency

Date

VCIF Reporting Certification

APPROVED AS TO LEGAL FORM

January 2023

N. Jay Yeager
Anderson County Purchasing Committee Director
January 2023

**COMCAST
BUSINESS****Comcast Business Service Order Agreement**

23-0140

Company Name: THE LIBRARY NORRIS**Order #** OID-0008453693**Service Location:**

Address 1 1 NORRIS SQ
 Address 2 OFC
 City NORRIS
 State TN
 Zip 37828
 Primary Contact Name Katherine Ajmeri
 Primary Contact Phone (865) 463-6841
 Primary Contact Email kajmeri@andersoncounty.gov

Billing Location:

Address 1 PO BOX 1110
 Address 2
 City NORRIS
 State TN
 Zip 37828
 Billing Contact Name Katherine Ajmeri
 Billing Contact Phone (865) 463-6841
 Billing Contact Email kajmeri@andersoncounty.gov
 Tax Exempt No

Service Term 24 Months**Package Code:** 9476106656**Package & Promotion Details**

Data, Voice, SecurityEdge Package for discounted rate of \$135 for months 1-24, increasing to then regular rate in month 25. Package includes Business Internet Performance (download speed up to 250 Mbps), 1 Mobility Line, and SecurityEdge. 2 year term agreement required. Additional services may be added to qualifying bundles: Two or more Mobility Lines \$25 each/mo. After 24 months, monthly service charge increases to regular rate for each additional service. Additional \$10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via <https://business.comcast.com/myaccount> within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by \$10.00. \$20 mobile discount limited to customers with Comcast Business Internet Standard service or higher. Discount applied to Comcast Business Internet bill for 24 months with activation of one Comcast Business Mobile line within 90 days of Internet service installation. After 24 months, or if any of the package services or mobile service are cancelled or downgraded, the \$20.00 discount will be removed. Limit one discount per account regardless of number of lines activated. Comcast Business Internet must be installed by 6/21/2023 in order to qualify for \$20 Comcast Business Mobile discount. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.

Customer Initials

Package	Services Included	Qty	Package Monthly Service Charge ¹	Package Non-Recurring Charge ²
Data, Voice, SecurityEdge Package	Business Internet Performance	1	\$ 135.00	\$ 0.00
	Mobility Lines	1		
	SecurityEdge Service Fee	1		
Equipment and Additional Service(s)		Qty	Additional Monthly Service Charge ¹	Additional Non-Recurring Charge ²
Equipment Fee				
	Equipment Fee	1	\$ 19.95	
Business Voice				
	Mobility Lines	1	\$ 25.00	
	Non-Published Listing	1		\$ 24.95
Total Additional Charge			\$ 44.95	\$ 24.95

	Monthly Service Charge ¹	Non-Recurring Charge ²
Total Charge for Service Order	\$ 179.95	\$ 24.95



Comcast Business Service Order Agreement

23-0140

Company Name: THE LIBRARY NORRIS

Order # OID-0008453693

¹ Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

² Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

General Special Instructions**AGREEMENT**

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to the above-named customer ("Customer"). This Agreement consists of this document (this "SOA"), the Business Services Customer Terms and Conditions (the "Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, the order of precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. The Terms and Conditions are located at <https://business.comcast.com/terms-conditions-smb>. Capitalized terms not otherwise defined in this SOA shall have the meaning ascribed to them in the Terms and Conditions. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at <https://business.comcast.com/privacy-statement> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a thirty (30) day money back guarantee. If within the first thirty (30) days following installation of a new Service, Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for the monthly recurring charge paid for the first thirty (30) days of Service, excluding any custom installation fees, voice usage charges, fees, taxes, surcharges and optional service fees. Customer will be charged for any non-refundable fees and other charges. In order to be eligible for the refund, Customer must cancel the new Service within thirty (30) days of installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If Customer uses the Service in the first thirty (30) days, Customer will be refunded its subscription fees, but charged the applicable one-time fee. For the avoidance of doubt, this money back guarantee does not apply to renewals of an existing Service.

3. Customer must provide thirty (30) days' prior notice to Comcast in order to terminate a Service Order or the Agreement. Any termination of a Service Order or the Agreement may be subject to early termination fees in accordance with the Business Services Customer Terms and Conditions.

4. To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

5. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

7. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS DIGITAL VOICE SERVICE, CUSTOMER, BY SIGNING BELOW, ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE FOLLOWING 911 NOTICE:

**COMCAST
BUSINESS****Comcast Business Service Order Agreement**

23-0140

Company Name: THE LIBRARY NORRIS**Order #** OID-0008453693**911 Notice**

911 Email Notification- If 911 is dialed using the Voice Service, Comcast will send a notification to the Customer designated email address, unless the Customer has opted out of receiving such notifications. Each notification will include the telephone number from which 911 was dialed, location information, and the time the call was placed. After installation of the Voice Service, Customer may change the designated email address and/or decision to receive notifications by calling Comcast at 1-888-824-8104.

Your Comcast voice service ("Voice Service") may have the following 911 limitations:

- For 911 calls to be properly directed to emergency services using the Voice Service, Customer must provide the correct address information ("Registered Service Location") for each telephone number used by Customer. The Registered Service Location may also include information such as floor and office number.
- If the Voice Service or any Voice Service device is moved to a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Service (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- If a Registered Service Location is deemed to be in an area that is not supported for 911 calls, Customer 911 calls will be sent to an emergency call center where a trained agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Service uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment, and/or power failure, a broadband connection failure, or another technical problem.

Registered Service Location Updates- The Registered Service Location will be provided to Public Safety Answering Points to assist in responding to a 911 call. Customer may update or otherwise customize the Registered Service Location by:

- Calling Comcast at 1-888-824-8104

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE.

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index .	
Signature	
Name	Katherine Ajmeri
Title	
Date	

FOR COMCAST USE ONLY	
Sales Representative	Michael Kline
Sales Representative Code	005A0000002CvozIAC
Sales Manager/Director Name	SalesManager
Sales Manager/Director	Approved
Division	
SmartOffice License	

COMCAST
BUSINESS

COMCAST BUSINESS SERVICE PROVISIONING DETAILS

CompanyName:

THE LIBRARY NORRIS

Order #:

OID-0008453693

BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net Email	No
-------------------------------------	----

No

Equipment Selection

Business Wireless Gateway

Number of Static IPs*

0

Business Web Hosting

No

BUSINESS VIDEO CONFIGURATION DETAILS

Outlet Details	Location	Outlet Type	Additional Comments:	
Outlet 1 - Primary				
Outlet 2 - Additional				
Outlet 3 - Additional				
Outlet 4 - Additional				
Outlet 5 - Additional				
Outlet 6 - Additional				
Outlet 7 - Additional				
Outlet 8 - Additional				
Total Occupancy				
OUTLETS 9 & UP			QUANTITY	
TV Box + Remote				
TV Adapter				

BUSINESS VOICE CONFIGURATION DETAILS

Directory Listing Details	
Directory Listing (Published, Non-Published, Unlisted)	Non-Listed
Directory Listing Phone Number	8654946800
Directory Listing Display Name	THE LIBRARY NORRIS
DA/DL Header Text Information	NONE
DA/DL Header Code Information	999001
Standard Industry Code	9999

Additional Voice Details	
Caller ID	Yes
Caller ID Display Name	THE LIBRARY NOR
International dialing	false
Call Blocking	No
Auto Attendant	No

Hunt Group Configuration Details	
Hunt Group Features Requested (Yes/No)	No
Hunt Group 1 Configuration Type	
Hunt Group 2 Configuration Type	

E911 Email Notification Details	
Opt-in (Yes/No)	No
Email Address	

[illegible]

**COMCAST
BUSINESS**

COMCAST BUSINESS SERVICE PROVISIONING DETAILS

23-0140

CompanyName:

THE LIBRARY NORRIS

Order #:

OID-0008453693

Toll Free #	Calling Originating Area	Associated TN
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COMMERCIAL PURCHASE AND SALE AGREEMENT

1. **Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer Anderson County Board of Education ("Buyer") agrees to buy and the undersigned seller Crossroads Christ Fellowship Church ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as: 105 Fellowship Lane (Address) Powell (City), Tennessee, 37849 (Zip), as recorded in Anderson County Register of Deeds Office, 1287 deed book(s) 557 page(s), and/or instrument no. and as further described as: Map/Parcel 096/037.00 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property" as more particularly described in Exhibit "A" or if Exhibit A is not attached as is recorded with the Register of Deeds of the county in which the Property is located and is made a part of this Commercial Purchase and Sale Agreement ("Purchase and Sale Agreement" or "Agreement") by reference.

2. **Purchase Price.** The total purchase price for the Property shall be Three Million U.S. Dollars, (\$3,000,000) ("Purchase Price"), and is subject to all prorations and adjustments and shall be paid by Buyer at the Closing by cash, a Federal Reserve Bank wire transfer of immediately available funds, cashier's check or certified check.

3. **Earnest Money/Trust Money.** Buyer has paid or will pay within 5 business days after the Binding Agreement Date, the sum of \$25,000 with Tennessee Valley Title Insurance Agency ("Holder") located at 800 S. Gay St. Suite 1700 Knoxville, TN 37929 (Address of Holder). Additional Earnest Money/Trust Money, if any, to be tendered and applied as follows:

Tennessee Valley Title Insurance Agency

This sum ("Earnest Money/Trust Money") is to be applied as part of the Purchase Price at Closing.

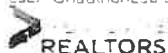
A. **Failure to Receive Earnest Money/Trust Money.** In the event Earnest Money/Trust Money is not timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the financial institution from which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have three (3) business days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds to Holder, this Agreement shall automatically terminate and Holder shall notify the parties of the same. Holder shall disburse Earnest Money/Trust Money only as follows:

- (a) at Closing to be applied as a credit toward Buyer's Purchase Price;
- (b) upon a subsequent written agreement signed by Buyer and Seller; or
- (c) as set forth below in the event of a dispute regarding Earnest Money/Trust Money.

No party shall seek damages from Holder, nor shall Holder be liable for any such damages, and all parties agree to defend and hold harmless Holder for any matter arising out of or related to the performance of Holder's duties hereunder.

B. **Disputes Regarding Earnest Money/Trust Money.** In the event Buyer or Seller notifies Holder of a dispute regarding disposition of Earnest Money/Trust Money that Holder cannot resolve, Buyer and Seller agree to interplead Earnest Money/Trust Money into a court of competent jurisdiction. Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder, and upon payment of

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such funds into the court clerk's office. Holder shall be released from all further liability in connection with the funds delivered.

4. **Inspection.** Prior to Closing, Buyer and Buyer's agents shall have the right to enter upon the Property at Buyer's expense and at reasonable times to inspect, survey, examine, and test the Property as Buyer may deem necessary as part of Buyer's acquisition of the Property. Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. Buyer shall indemnify and hold Seller and all Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or related to the exercise of Buyer's rights hereunder. Buyer shall have 60 days after the Binding Agreement Date ("Due Diligence Period") to evaluate the Property, the feasibility of the transaction, the availability and cost of financing, and any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this Agreement upon notice to Seller if Buyer determines, based on a reasonable and good faith evaluation of the above, that it is not desirable to proceed with the transaction, and Buyer will be entitled to a refund of the Earnest Money/Trust Money. Within 10 days after the Binding Agreement Date, Seller shall deliver to Buyer copies of the materials concerning the Property referenced in Exhibit "B" (collectively "Due Diligence Materials"), which materials shall be promptly returned by Buyer if Agreement does not Close for any reason. If Buyer fails to timely notify Seller that it is not proceeding with the transaction, Buyer shall waive its rights to terminate this Agreement pursuant to this paragraph.

5. **Title.**

- A. **Warranties of Seller.** Seller warrants that at Closing Seller shall convey good and marketable, fee simple title to the Property to Buyer, subject only to the following exceptions ("Permitted Exceptions"):

- (1) Liens for ad valorem taxes not yet due and payable;
- (2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Issues and Objections paragraph below. "Good and marketable, fee simple title" with respect to the Property shall be such title:
 - (a) as is classified as "marketable" under the laws of Tennessee; and
 - (b) as is acceptable to and insurable by a title company doing business in Tennessee ("Title Company"), at standard rates on an American Land Title Association Owner's Policy ("Title Policy").

- B. **Title Issues and Objections.** Buyer shall have 21 days after the Binding Agreement Date to furnish Seller with a written statement of any title objections, UCC-1 or UCC-2 Financing Statements, and encroachments, and other facts affecting the marketability of the Property as revealed by a current title examination. Seller shall have 10 days after the receipt of such objections (the "Title Cure Period") to cure all valid title objections. Seller shall satisfy any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to Title Company), then within five (5) days after the expiration of the Title Cure Period, Buyer may as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which case Buyer shall be entitled to the return of Buyer's Earnest Money/Trust Money; (2) waive any such objections and elect to Close the transaction contemplated hereby irrespective of such title objections and without reduction of the Purchase Price; or (3) extend the Closing Date period for a period of up to fifteen (15) days to allow Seller further time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to reexamine title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.

6. **Closing.**

- A. **Closing Date.** This transaction shall be consummated on 06/25/2023, (the "Closing Date") or at such other time the parties may agree upon in writing.

B. **Closing Agency for Buyer & Contact Information:**

Riverbend Title-Elizabeth Burrell-elizabeth@rbvlaw.com

Closing Agency for Seller & Contact Information:

Tennessee Valley Title Insurance Agency-Suzette Byrd-Suzette@tnvalleytitle.com

C. Possession. Seller shall deliver possession and occupancy of the Property to Buyer at Closing, subject only to the rights of tenants in possession and the Permitted Exceptions.

7. Seller's Obligations at Closing. At Closing Seller shall deliver to Buyer:

(a) a Closing Statement,

(b) deed (mark the appropriate deed below)

☐ General Warranty Deed

☒ Special Warranty Deed

☐ Quit Claim Deed

☐ Other: _____

(c) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to Buyer the Title Policy including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in the form customarily used in Tennessee commercial real estate transactions so as to enable the Title Company to issue Buyer the Title Policy with all standard exceptions deleted and subject only to Permitted Exceptions; and

(d) evidence reasonably satisfactory to Buyer at Closing of all documents/items indicated in Exhibit "C", if any (all documents to be delivered by Seller under this paragraph, including all documents/items indicated in Exhibit "C" are collectively "Seller's Closing Documents")

8. Conditions to Closing.

9. Costs.

A. Seller's Costs. Seller shall pay all existing loans and/or liens affecting the Property; the cost of recording any title curative documents, including without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing statement termination; any accrued and/or outstanding association dues or fees, fee (if any) to obtain lien payoff/stoppage letters; statement of accounts from any and all associations, property management companies; mortgage holders or other liens affecting the Property; all applicable deed recording fees, the fees of Seller's counsel and, if checked, ☐ all transfer taxes, otherwise Buyer is responsible for transfer taxes.

In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax matters.

B. Buyer's Costs. Buyer shall pay the cost of Buyer's counsel and consultants, any costs in connection with Buyer's inspection of the Property and any costs associated with obtaining financing for the acquisition of the Property (including any intangibles tax, recording fees for deed of conveyance and deed of trust and cost of recording Buyer's loan documents.)

C. Additional Costs. In addition to the costs identified above, the following costs shall be paid by the parties hereto as indicated below:

Item to be Paid

Paid by Seller

Paid by Buyer

Survey

☐

☒

Title Examination

☐

☒

Premium for Standard Owner's Title Insurance Policy

☐

☒

Other: _____

☐

☐

Other: _____

☐

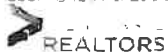
☐

Other: _____

☐

☐

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10. **Taxes and Prorations.** Real estate taxes on the Property for the calendar year in which the Closing takes place shall be prorated as of 12:01 a.m. local time on the Closing Date. Seller shall be responsible (even after Closing) for paying all taxes (including previous reassessments) on the Property for the time period during which Seller owned the Property and shall indemnify the Buyer therefore. In addition, the following items shall also be prorated as of 12:01 a.m. local time on the Closing Date *[Select only those that apply to this transaction; the items not checked do not apply to this Agreement].*

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> Utilities | <input type="checkbox"/> Service Contracts | <input type="checkbox"/> Tenant Improvement Costs |
| <input type="checkbox"/> Rents | <input type="checkbox"/> Leasing Commissions | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Other: _____ | | <input type="checkbox"/> Other: _____ |

11. Representations and Warranties.

A. **Seller's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Seller represents and warrants to Buyer that Seller has the right, power, and authority to enter into this Agreement and to convey the Property in accordance with the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement and shall have the right, power, and authority to enter into this Agreement and to bind Seller. Seller also makes the additional representations and warranties to Buyer, if any, as indicated on Exhibit "D".

B. **Buyer's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power, and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power, and authority to enter into this Agreement and bind Buyer. Upon Seller's request, Buyer shall furnish such documentation evidencing signor's authority to bind Buyer.

12. Agency and Brokerage.

A. Agency.

- (1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements, the Tennessee Real Estate Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission rules and regulations.
- (2) A Designated Agent is one who has been assigned by the Managing Broker and is working as an agent for the Seller or Buyer in a prospective transaction, to the exclusion of all other licensees in the company.
- (3) An Agent for the Seller or Buyer is a type of agency in which the licensee's company is working as an agent for the Seller or Buyer and owes primary loyalty to that Seller or Buyer.
- (4) A Facilitator relationship occurs when the licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate for either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- (5) A dual agency situation arises when an agent (in the case of designated agency) or a real estate firm (wherein the entire real estate firm represents the client) represents both the Buyer and Seller.
- (6) If one of the parties is not represented by a Broker, that party is solely responsible for their own interests, and that Broker's role is limited to performing ministerial acts for the unrepresented party.

B. Agency Disclosure.

- (1) The Broker, if any, working with the Seller is identified on the signature page as the "Listing Company", and said Broker is (Select One. The items not selected are not part of this Agreement):
 - ☒ the Designated Agent for the Seller.
 - ☐ the agent for the Seller.
 - ☐ a Facilitator for the Seller, OR
 - ☐ a dual agent.
- (2) The Broker, if any, working with the Buyer is identified on the signature page as the "Selling Company", and said Broker is (Select One. The items not selected are not part of this Agreement):

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☒ the Designated Agent for the Buyer.

☐ the agent for the Buyer.

☐ a Facilitator for the Buyer, OR

☐ a dual agent.

(3) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above]* Seller and Buyer are aware that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have been advised that:

1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could be, different or even adverse.
2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to the dual agent, to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law.
3. The Buyer and Seller do not have to consent to dual agency, and
4. The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements
5. Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position unless otherwise prohibited by law.

(4) **Material Relationship Disclosure.** *[Required with dual Agency]* The Broker and/or affiliated licensees have no material relationship with either client except as follows: None. A material relationship means one of a personal, familial or business nature between the Broker and affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.

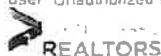
Seller Initials CH

Buyer Initials CH

C. **Brokerage.** Seller agrees to pay Listing Broker at Closing the compensation specified by separate agreement. The Listing Broker will direct the closing agency attorney to pay the Selling Broker from the commission received, an amount, if any, in accordance with the terms and provisions specified by separate agreement. The parties agree and acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs.

13. **Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to, those matters which could have been revealed through a survey, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein, for any geological issues present on the Property; for any issues arising out of Buyer's failure to physically inspect the Property prior to entering into this Agreement and/or Closing; for building products and construction techniques, for the necessity or cost of any repairs to the Property; for hazardous or toxic materials, for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities, for proposed or pending condemnation actions involving the Property; for applicable boundaries of school districts or other school information; for the appraised or future value of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions and availability of financing; and for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing

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materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media of which the Broker is not in control.

- 14. Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing, Seller shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the damage will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within seven (7) days after receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted the Property with the damage and shall receive at Closing (1) any insurance proceeds which have been paid to Seller but not yet spent to repair the damage and (2) an assignment of all unpaid insurance proceeds on the claim. Buyer may request in writing, and Seller shall provide within five (5) business days, all documentation necessary to confirm insurance coverage and/or payment or assignment of insurance proceeds.

15. Other Provisions.

A. Exhibits, Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date. This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement. It is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. The parties hereby authorize either licensee to insert the time and date of the receipt of notice of acceptance of the final offer and further agree to be bound by such as the Binding Agreement Date following the signatory section of this Agreement, or Counter Offer, if applicable.

B. Survival Clause. Any provision herein contained, which by its nature and effect, is required to be performed after Closing shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter. Notwithstanding the above, the representations and warranties made in Exhibit "D" shall survive the Closing for a period of See Addendum 1 after the date of Closing.

C. Governing Law and Venue. This Agreement is intended as a contract for the purchase and sale of real property and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.

D. Time of Essence. Time is of the essence in this Agreement.

E. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the feminine shall mean the masculine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time is to be determined by the location of the Property. All references to time are deemed to be local time. **In the event a performance deadline, other than the Closing Date (as defined herein), Day of Possession (as defined herein), and Offer Expiration date (as defined herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall be extended to the next following business day.** Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding Agreement Date).

F. Responsibility to cooperate. Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the Closing documents by the parties shall constitute their approval of any differences between this Agreement and the Closing. The Buyer and Seller agree that if requested after Closing they will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.

G. Notices. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email. NOTICE shall be deemed to have been given as of the date and time it is actually received. Receipt of

notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

H. Remedies. In the event of a breach of this Agreement, the non-breaching party may pursue all remedies available at law or in equity except where the parties have agreed to arbitrate. Notwithstanding the above, if Buyer breaches Buyer's obligations or warranties herein Seller shall have the option to request that Holder pay the Earnest Money/Trust Money to Seller, which if disbursed to Seller by Holder shall constitute liquidated damages in full settlement of all claims by Seller. Such liquidated damages are agreed to by the parties not to be a penalty and to be a good faith estimate of Seller's actual damages, which damages are difficult to ascertain. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

I. Equal Opportunity. This Property is being sold without regard to race, color, sex, religion, handicap, familial status, or national origin.

J. Termination by Buyer. In the event that Buyer legally and properly invokes Buyer's right to terminate this Agreement under any of the provisions contained herein, Buyer shall pay the sum of one hundred dollars (\$100.00) to Seller as consideration for Buyer's said right to terminate, the sufficiency and adequacy of which is hereby acknowledged. Earnest Money/Trust Money shall be disbursed according to the terms stated herein.

K. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

L. Construction. This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

16. Exhibited and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control:

- ☐ Exhibit "A" Legal Description
- ☒ Exhibit "B" Due Diligence Documents
- ☐ Exhibit "C" Addition to Seller's Closing Documents
- ☒ Exhibit "D" Seller's Warranties and Representations

Addendum 1 to Commercial Purchase and Sale Agreement (Dated May 18, 2023)

17. Special Stipulations. The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

The following items are intended to be completed during the Inspection Period and are conditions to Buyer's obligation to close:

Buyer's approval to purchase by Anderson County Commission

Site Plan and Architectural Design approval by Anderson County Planning or appropriate body

Acceptable Geo Tec report on property not limited to undeveloped portion of property for future development.

Approved traffic study as required by Anderson County Planning or appropriate body

The following items will convey with the property:

Stove and Commercial Refrigerators in Kitchen

The following items will not convey with the property:

Three compartment book shelf in finance office, 1 in women's restroom, washer/dryer unit in women's bathroom in Fellowship Hall, Ice Maker, Dishwasher, stove and refrigerator in upstairs conference room, refrigerator in Academy office, two subwoofers in stage located in sanctuary and mobile chair lift in Fellowship Hall leading to Mezzanine.

☐ (Mark box if additional pages are attached.)

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18. **Method of Execution.** The parties agree that signatures and initials transmitted by a facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal Law will be acceptable and may be treated as originals and that the final Commercial Purchase and Sale Agreement containing all signatures and initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal Law.

19. **Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by 5 _____ o'clock ☐ a.m. ☒ p.m. local time on the 22 ___ day of May 2023.

LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

NOTE: Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have received a copy of this Agreement.

Buyer hereby makes this offer,

Dr. Tim Parrott, Director of Schools, Anderson County Schools

BUYER

By: Dr. Tim Parrott, Director of Schools, Anderson County Schools

Title: _____

Entity: _____

_____ at _____ o'clock ☐ a.m. ☐ p.m.

Offer Date

Scott Gillenwaters, Chairman, Anderson County Board of Education

BUYER

By: Scott Gillenwaters, Chairman, Anderson County Board of Education

Title: _____

Entity: _____

_____ at _____ o'clock ☐ a.m. ☐ p.m.

Offer Date

Seller hereby

- ☐ ACCEPTS - accepts this offer
☒ COUNTERS - accepts this offer subject to the attached Counter Offer(s)
☐ REJECTS - rejects this offer and makes no counter offer

SELLER

By: [Signature]

Title: Vice President

Entity: ACE Board of Elders

05/23/23 at _____ o'clock ☐ a.m. ☐ p.m.

Date

SELLER

By: _____

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Title: _____

Entity: _____

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date") the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was received by _____ on _____ at _____ o'clock ☐ am/ ☐ pm

For Information Purposes Only

NAI Koella RM Moore
Listing Company

Roger Moore
Independent Licensee

rogermoore@koellamoore.com
Licensee Email

Licensee Cellphone No. _____

RE/MAX Tri Star
Selling Company

Christy Hicks
Independent Licensee

christy@thehicksgroup.net
Licensee Email

Licensee Cellphone No. _____

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23-0122

COUNTER OFFER # 1 TO
COMMERCIAL PURCHASE AND SALE AGREEMENT

This is a Counter Offer from ☒ Seller to Buyer OR ☐ Buyer to Seller

The undersigned agree to and accept the Commercial Purchase and Sale Agreement with an offer date of 05-19-2023 for the purchase of real property commonly known as:

105 Fellowship Lane

Powell

TN

37849

Address, City, State, Zip

With the following exceptions:

Section 16. Exhibits and Addenda: All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. In any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control:

Exhibit B "Due Diligence Documents"

Exhibit D "Seller's Warranties and Representations"

Addendum 1 to Commercial Purchase and Sale Agreement (Dated May 23, 2023)

Special Stipulations:

The following items will convey with the property: Stove

The following items will not convey with the property: Commercial refrigerators in Kitchen, three compartment book shelf in finance office, wooden cubbies in preschool rooms, all TVs (2 in Fellowship Hall, 5 in various classrooms, 1 in women's restroom), washer/dryer unit in women's bathroom in fellowship hall, ice maker, dishwasher, stove and refrigerator in upstairs conference room, refrigerator in academy office, two subwoofers in stage located in sanctuary, and mobile chair lift in Fellowship Hall leading to mezzanine.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ATTACHED COMMERCIAL PURCHASE AND SALE AGREEMENT ARE ACCEPTABLE TO THE UNDERSIGNED. ALL TERMS AND CONDITIONS PROPOSED IN PREVIOUS COUNTER OFFERS, IF ANY, ARE NOT INCLUDED IN THIS COUNTER OFFER UNLESS RESTATED HEREIN.

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05/23/23

SELLER/BUYER (Party making counter offer)

By: **Jason Smith**

Title: **CCF Representative Agent**

Entity: **CCF Board of Elders**

_____ at _____ o'clock ☐ am ☐ pm

Date

63 The undersigned has received and
64 X **ACCEPTS** - accepts this counter offer
65 **REJECTS** this counter offer
66 **COUNTERED** this offer with Counter Offer #

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Seal of the Board of Directors of Stanislaus Superior County
By: Stanislaus
Noted and sealed
05/23/23 5:21 PM EDT
0526-2304 X2597-140

Seal of the Stanislaus Superior County
By: Stanislaus
Noted and sealed
05/23/23 5:11 PM EDT
0526-2304 X2597-140

Title: _____
Entry: _____
_____ at _____ o'clock _____ am _____ pm
Date _____

Title: _____
Entry: _____
_____ at _____ o'clock _____ am _____ pm
Date _____

74 Acknowledgement of Receipt. _____ hereby acknowledges receipt of the final accepted offer
75 or _____ at _____ o'clock _____
76 purposes of establishing performance deadlines. *Christy Hicks* _____
_____ m. _____

[illegible]

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