

**Anderson County Board of Commissioners
Purchasing Committee Meeting Agenda
March 11, 2024
4:30 p.m.
Room 312 of the Courthouse**

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

A. Contracts Approved by Law Director

1. Janelle Fontaine, EMS, Contract #24-0103 – Agreement to provide EMS employee tuition in the amount of \$1,500 for the Critical Care Course with the conditions that the employee passes the course, obtains his Critical Care Paramedic State License and remains employed full-time with EMS for one-year after obtaining license.
2. State of Tennessee, Department of Military, Tennessee Emergency Management Agency, EMA, Contract #24-0107 – Homeland Security Grant in the amount of \$28,250.
3. Canon, Juvenile Court, Contract #24-0104 – Five-year copier lease. Price is \$16.07 plus copy charges. Replaces copier that cost \$83/month.
4. Canon, Juvenile Court, Contract #24-0105 – Five-year copier lease. Price is \$16.07 plus copy charges. Replaces copier that cost \$83/month.
5. Canon, Juvenile Court, Contract #24-0106 – Five-year copier lease. Price is \$16.07 plus copy charges. Replaces copier that cost \$83/month.

B. Contracts Pending Law Director Approval

1. Authorization for the County Mayor to request an extension to the grant agreement with Energy Communities Alliance.

C. Unfinished Business

D. New Business

Anderson County Government Employee Critical Care Paramedic School Tuition Agreement

This Agreement is made on 2-6-24 by and between,
Jareille Fontaine (Employee) and Anderson County Emergency Medical Services
(ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the critical care program at Roane State Community College (RSCC), beginning on or about march 21st, 2024 and ending on or about May 3rd, 2024.

Witnesseth:

Section 1: Tuition Payment. ACEMS agrees to pay RSCC directly for the course cost, including fees and books in the amount of no more than \$1,500, as long as the Employee is actively full-time employed by ACEMS, AND, the employee and ACEMS agree to continue full-time employment for a period no less than one (1) year after obtaining of Critical Care Paramedic State EMS License. (ACEMS will not pay for testing fees, which are considered a separate cost from the school requirements). Should the employee leave during the period of the agreement, the employee will be required to repay the whole amount paid by ACEMS to RSCC.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"):

- a. Employment of the Employee at ACEMS terminates prior to the completion of the Program for any reason whatsoever, including resignation by Employee, or dismissal by Employer with cause; but excluding layoffs due to staff downsizing.
- b. Employment of the Employee at ACEMS terminates prior to the completion of the year after obtaining of Critical Care Paramedic State EMS License.
- c. Failure to complete/pass the Critical Care Paramedic program.
- d. Failure to obtain state Critical Care Paramedic license, once all testing opportunities have been exhausted.

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

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses

which ACEMS suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 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.

24-0103

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.

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:

Janelle Fontaine
Signature

Janelle Fontaine
Print Full Name

Date: 2-6-24

Address: 221 Harris st

Clinton TN, 37716

For Anderson County:

Nathan Sweet
Nathan Sweet, Director of Emergency
Medical Services

Date: 2/6/24

Approved as to Form:

[Signature]
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 09/01/2023	End Date 04/30/2026	Agency Tracking # 34101-06524	Edison ID 81547-
Grantee Legal Entity Name ANDERSON COUNTY			Edison Vendor ID 4145
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number # 97.067	
		Grantee's fiscal year end June 30th	
Service Caption (one line only) HOMELAND SECURITY GRANT PROGRAM FEDERAL FISCAL YEAR 2023			
Funding —			
FY	State	Federal	Interdepartmental
2024		28,250.00	
TOTAL:		28,250.00	
Other			
TOTAL Grant Contract Amount 28,250.00			
Grantee Selection Process Summary			
<input type="checkbox"/> Competitive Selection			
<input checked="" type="checkbox"/> Non-competitive Selection			
This contract is in the best interest of the State. State agencies and Tennessee counties are eligible recipients. Each of Tennessee's ninety-five counties is assigned to one of eleven Homeland Security Districts, all of which participate in the State Homeland Security Grant Program. The Homeland Security Council meets with the Governor to recommend allocations. The Homeland Security Council is briefed on the grant specifics and determines allocations of funding to Homeland Security Districts based on population, risk and need. Funds are allocated to the State's eleven Homeland Security Districts. Each District Council determines the projects and the associated funding to each county within the district based on that predetermined need and risk. The specific criteria used in making award determinations are risk and effectiveness of use of funds and correlation with the State of Tennessee's Homeland Security Strategy. Risk, need, and vulnerability are determined by the Department of Homeland Security (DHS), in concert with the Federal Bureau of Investigation (FBI) and the Central Intelligence Agency (CIA). Effectiveness of use is determined by the collective leadership of the Homeland Security Council and the eleven Homeland Security District Councils.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		CPO USE - GG	
Speed Chart (optional)	Account Code (optional) 71301000		

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

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

Grantee Edison Vendor ID # 4145

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Agreement.
- A.2. All Federal Fiscal Year (FFY) 2023 Homeland Security Grant Program (HSGP) Grantees are required to submit an investment justification, consistent with the investments approved for Tennessee by the U.S. Department of Homeland Security (DHS), that provides background information, strategic objectives and priorities addressed, their funding/implementation plan, and the anticipated impact of each proposed investment. As part of the FFY 2023 HSGP investment justifications, Grantees are required to establish specific outcomes pursuant to the target capabilities set forth by the State's Homeland Security Strategy and associated with their proposed investments.
- A.3. It shall be understood by the Grantee that each Grant Contract funded from the FFY 2023 HSGP will be in compliance with the FFY 2023 HSGP Guidance and the State of Tennessee's Homeland Security Strategy.
- A.4. The Grantee agrees to be responsible for the sustainment of previously established homeland security efforts, as well as FFY 2023 projects. The Grantee further agrees that the federal funds received through this agreement will be used to supplement, but not to supplant any funds for local governments.
- A.5. The Grantee agrees to comply with the financial and administrative guidelines as established by the regulations entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements" (colloquially referred to as the "Super Circular") now found in Volume 2 of the C.F.R. (specifically, 2 C.F.R. part 200).
- A.6. The Grantee supports the implementation of State Homeland Security Strategies by addressing the identified planning, equipment, training, and exercise needs required to prevent, respond to, and recover from acts of terrorism. In addition, the Grantee agrees to comply with the implementation of the National Preparedness Goal and the National Response Framework (NRF).
- A.7. The Grantee will comply with the Cash Management Act and understands that no federal funds received by the Grantee may be invested in an interest-bearing account.
- A.8. The Federal Award Identification Worksheet shall be included as a part of this grant contract and designated as Attachment 2.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on September 1, 2023 ("Effective Date") and ending on April 30, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
 - b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
 - c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
 - d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
 - e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
 - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
 - (2) the relevant federal agency fails or refuses to finalize a grant; or
 - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
 - f. The start date of the State's federal preaward authority is September 1, 2023.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed twenty-eight thousand two hundred fifty dollars and 00/100 (\$28,250.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. 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 Emergency Management Agency
Homeland Security Program
3041 Sidco Drive
Nashville, TN 37204

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Military, Tennessee Emergency Management Agency.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - 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 request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. 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 Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits

- or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Gary Baker, Homeland Security Grant Program Supervisor
Tennessee Emergency Management Agency
3041 Sidco Drive
Nashville, TN 37204
gary.baker@tn.gov
Telephone #: (615) 741-7037
FAX #: (615) 741-4173

The Grantee:

Terry Frank, County Mayor
Anderson County
100 North Main Street, Suite 208
Clinton, TN 37716
tfrank@andersoncountyttn.gov
Telephone #: (865) 457-6200
FAX #: N/A

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules

permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee

shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

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

- D.16. Monitoring. The Grantee's activities conducted, and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. 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—200.327 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 thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

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

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;

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

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

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here:
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. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Compliance with Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title IV of 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.5. Compliance with National Incident Management System (NIMS). The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the NIMS Implementation yearly survey.

IN WITNESS WHEREOF,

ANDERSON COUNTY:

GRANTEE SIGNATURE

DATE

TERRY FRANK, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

WARNER A. ROSS, II, MAJOR GENERAL

DATE

THE ADJUTANT GENERAL, MILITARY DEPARTMENT

APPROVED AS TO LEGAL FORM



N. Jay Yeager
Anderson County Law Director

ATTACHMENT 1
Page 1

GRANT BUDGET				
ANDERSON COUNTY: HOMELAND SECURITY GRANT PROGRAM 2023				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:				
BEGIN: 09/01/2023		END: 04/30/2026		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	28,250.00	0.00	28,250.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance to Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	28,250.00	0.00	28,250.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

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

ATTACHMENT 1
Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FUNDING OF TRAINING, EXERCISES, PLANNING AND EQUIPMENT PURCHASES ALLOWABLE UNDER THE FFY 2023 HOMELAND GRANT PROGRAM	28,250.00
TOTAL	28,250.00

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	ANDERSON COUNTY
Subrecipient's Unique Entity Identifier (SAM)	DSL9WFKJCEF4
Federal Award Identification Number (FAIN)	EMW-2023-SS-00032-S01
Federal award date	09/11/2023
Subaward Period of Performance Start and End Date	09/01/2023 – 04/30/2026
Subaward Budget Period Start and End Date	09/01/2023 – 04/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	97.067 Homeland Security Grant Program
Grant contract's begin date	09/01/2023
Grant contract's end date	04/30/2026
Amount of federal funds obligated by this grant contract	\$28,250.00
Total amount of federal funds obligated to the subrecipient	\$28,250.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$4,847,500.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	HSGP 2023
Name of federal awarding agency	U.S. Department of Homeland Security
Name and contact information for the federal awarding official	Christopher Patrick Logan, GPD Assistant Administrator FEMA-GPD 400 C Street, SW, 3 rd Floor Washington, DC 20472 Telephone #: (866) 927-5646
Name of pass-through entity	Department of Military, Tennessee Emergency Management Agency
Name and contact information for the pass-through entity awarding official	Gary Baker, Homeland Security Grant Program Supervisor Tennessee Emergency Management Agency 3041 Sidco Drive Nashville, TN 37204 gary.baker@tn.gov Telephone #: (615) 741-7037
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A



State of Tennessee Contract Quote Sheet

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Term: 60 months

Quote #: BD-684

Date: 2/8/2024

BILL TO: ("Customer")

SHIP TO: (if different)

Customer Name: TN Anderson County

Customer Name:

Dept: Juvenile Court

Dept:

Address: 101 S. main st, Ste 200

Address:

City/State/Zip: Clinton, TN 37114

City/State/Zip:

Phone: 805-457-0222

Phone:

Email: tspitzer@andersarcarts.org

Email:

Fax #: 8105-264-6249

Fax:

Name & Title: Tracy Spitzer, Dir. Juvenile
Cart Services

CSA to Pick Up Current Copier if Completed:

Make: _____ **Model:** _____ **Serial #:** _____

ImageClass X MF1238 II

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	ImageClass X MF1238 II MONTHLY RENTAL Cost Per Copy Charges apply		5161C001
Equipment Maintenance cost per copy/print includes toner and staples.			
B/W CPC: \$ 0.0205			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
1	Cassette Unit - AH1		0732A033
1	Install PAK		3537V015
1	Printer connectivity		2368V991
	MICARDPLUS C14 CGS		3575BA71
	Tracking Software		3575BA436
THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690.3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS. AS APPLICABLE, NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING.			

TOTAL:	\$16.07
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☐ **Auto Toner Fulfillment ****(Requires use of imageWare Remote)

Send Signed Purchase Order or Email Canon Solutions America, Inc
Attn: Mark Choate

Acknowledgement to: 402 BNA Drive, Ste. 360
Nashville, TN, 37217

- OR -

Fax: 615.360 5088 - Attn. Mark Choate

Email: jchoate@csa.canon.com

Send Payments To: Canon Financial Services, Inc.
14904 Collections Center Drive
Chicago IL 60693

APPROVED

Anderson County Finance Director

ICXMF1238 Rental

March 2024 Purchasing Committee

24-0105



State of Tennessee Contract Quote Sheet

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Term: 60 months

Quote #: BD-684

Date: 2/8/2024

BILL TO: ("Customer")

Customer Name: TN Anderson County
 Dept: Juvenile Court
 Address: 101 S. Main St, Ste 200
 City/State/Zip: Clinton, TN 37116
 Phone: 805-457-0222
 Email: tspitzer@andersoncourts.org
 Fax #: 805-264-0249
 Name & Title: Tracy Spitzer Dir. Juvenile Court Services

SHIP TO: (if different)

Customer Name: _____
 Dept: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Email: _____
 Fax: _____

Make: Canon CSA to Pick Up Current Copier if Completed: Model: 1214351F Serial #: R2J22584

ImageClass X MF1238 II

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	ImageClass X MF1238 II MONTHLY RENTAL Cost Per Copy Charges apply Equipment Maintenance cost per copy/print includes toner and staples B/W CPC: \$ 0.0205 ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):		5161C001
1	Cassette Unit - AH1		0732A033
1	Install PAK		3537V015
1	Printer connectivity		2368V991
	MICARDPLUS C14 CGS		3575BA71
	Tracking Software		3575B436

THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0890-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS. AS APPLICABLE. NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING.

TOTAL: \$16.07

☐ Auto Toner Fulfillment ** (Requires use of imageWare Remote)

Send Signed Purchase Order or Email Acknowledgement to: Canon Solutions America Inc
 Attn: Mark Choate
 402 BNA Drive Ste 360
 Nashville TN 37217
 -- OR --
 Fax: 615 360 5088 - Attn: Mark Choate
 Email: jchoate@csa.canon.com

Send Payments To: Canon Financial Services Inc
 14904 Collections Center Drive
 Chicago IL 60693

APPROVED AS TO LEGAL FORM

N. Jay Yeager
 N. Jay Yeager
 Anderson County Law Director

ICXMF1238 Rental

March 2024 Purchasing Committee

State of Tennessee Contract Quote Sheet

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: BD-684

Date: 2/8/2024

BILL TO: ("Customer")

Customer Name: TN Anderson County

Dept: Juvenile Court

Address: 101 S. Main St, Ste 200

City/State/Zip: Clinton, TN 37114

Phone: 805-457-0222

Email: tspitzer@andersaricarts.org

Fax #: 805-264-6249

Name & Title: Tracy Spitzer, Dir. Juvenile
Court Services

SHIP TO: (if different)

Customer Name:

Dept:

Address:

City/State/Zip:

Phone:

Email:

Fax:

Make. Cancer

CSA to Pick Up Current Copier if Completed:

Model: 1R14351 F

Serial #: RZJ23742

ImageClass X MF1238 II

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	ImageClass X MF1238 II MONTHLY RENTAL Cost Per Copy Charges apply		5161C001
Equipment Maintenance cost per copy/print includes toner and staples			
B/W CPC: \$ 0.0205			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
1	Cassette Unit - AH1		0732A033
1	Install PAK		3537V015
1	Printer connectivity		2368V991
	MICARDPLUS C14 CGS		3575BA71
	Tracking Software		3575B436
THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS. AS APPLICABLE. NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING.			

TOTAL:	\$16.07
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.. Auto Toner Fulfillment ~ (Requires use of imageWare Remote)

Send Signed Purchase Canon Solutions America Inc

Order or Email Attn. Mark Choate

Acknowledgement to: 402 BNA Drive Ste 360

Nashville TN 37217

- OR -

Fax 615 360 5088 - Attn Mark Choate

Email: jchoate@csa.canon.com

Send Payments To: Canon Financial Services, Inc.
14904 Collections Center Drive
Chicago, IL 60693

APPROVED AS TO LEGAL FORM

N. Jay Yeager

N. Jay Teagler
Anderson County Law Director

ICXMF1238 Rental

March 2024 Purchasing Committee



ANDERSON COUNTY GOVERNMENT

TERRY FRANK
COUNTY MAYOR

March 7, 2024

Commissioner Phil Yager
Chairman, Purchasing Committee

RE: Request to extend

Dear Chairman Yager and Honorable Members of Purchasing Committee,

I am requesting to add an item to your agenda under new business, if you are willing.

I have attached a grant agreement with Energy Communities Alliance, and a copy of the minutes with the initial approval.

I am requesting a motion to authorize the extension of the grant up to June 30, 2024.
Any consideration of this request is greatly appreciated.

Sincerely,

Terry

CC: Robby Holbrook, Finance Director
Katherine Kleehammer, Deputy Purchasing Agent

19. Commissioner McKamey made a motion to approve Resolution No. 23-2-1076 Supporting a Large-Scale, Outdoor-Themed Tourist Resort in Anderson County (EXHIBIT C). Seconded by Commissioner Vowell. Voting Aye: Verran, Denenberg, Vandagriff, Isbel, Beauchamp, Yager, Vowell, Anderson, McKamey, Smallridge, Mayes, Palmer, Foster and Allen. Voting No: None. Absent: Wandell and White. Motion passed.

Human Resources

Moved to next month.

Director of Schools

No Action Taken.

Mayor

20. Commissioner Yager made a motion to authorize the Mayor to accept the grant award from Energy Communities Alliance, execute the contract and establish the budget with dedicated ECA grant cost center according to the grant terms. Seconded by Commissioner Allen. Voting Aye: Verran, Denenberg, Vandagriff, Isbel, Beauchamp, Yager, Vowell, Anderson, McKamey, Smallridge, Mayes, Palmer, Foster and Allen. Voting No: None. Absent: Wandell and White. Motion passed.

21. Commissioner McKamey made a motion to approve Resolution No. 23-02-1078 to apply for federal assistance for the USDA for the purpose of building a new animal shelter (EXHIBIT D). Seconded by Commissioner Smallridge. Voting Aye: Verran, Denenberg, Vandagriff, Isbel, Beauchamp, Yager, Vowell, Anderson, McKamey, Smallridge, Mayes, Palmer, Foster and Allen. Voting No: None. Absent: Wandell and White. Motion passed.

22. Commissioner Vandagriff made a motion to authorize the county mayor's execution and submission of the Anderson County participation package to include the necessary administrative documents for the following settlements: Teva, Allergan, CVS, Walgreens, Walmart; and three proposed amendments to the State Subdivision Agreement extending the agreement to these new settlements; deleting a sentence regarding redirecting funds; and extending the agreement to the Endo bankruptcy forms. Seconded by Commissioner Isbel. Voting Aye: Verran, Denenberg, Vandagriff, Isbel, Beauchamp, Yager, Vowell, Anderson, McKamey, Smallridge, Mayes, Palmer, Foster and Allen. Voting No: None. Absent: Wandell and White. Motion passed.

Law Director

23. Commissioner McKamey made a motion to give authority to mediate the malpractice cases, authority for the Chairman to sign the mediation order and the Chairman be willing to be the representative. Seconded by Commissioner Verran. Voting Aye: Verran, Denenberg, Vandagriff, Isbel, Beauchamp, Yager, Vowell, Anderson, McKamey, Smallridge, Mayes, Palmer, Foster and Allen. Voting No: None. Absent: Wandell and White. Motion passed.

24. Commissioner Allen made a motion to authorize the mayor to sign for marker placement form at the Poor Farm. Seconded by Commissioner Mayes. Voting Aye: Verran, Denenberg, Vandagriff, Isbel, Beauchamp, Yager, Vowell, Anderson, McKamey, Smallridge, Mayes, Palmer, Foster and Allen. Voting No: None. Absent: Wandell and White. Motion passed.

Animal Care Advisory

25. Commissioner McKamey made a motion for the Mayor and/or the Director present the proposed 2023/2024 budget to the Animal Care Advisory Committee so they can make recommendations. Seconded by Commissioner Verran. Motion passed by voice vote.

Agreement for Community Support

between

ENERGY COMMUNITIES ALLIANCE, INC.

and

ANDERSON COUNTY, TN

This Agreement for Community Support ("Agreement") is entered into between **Energy Communities Alliance, Inc.**, a non-profit ("ECA"), having offices at 1625 I Street, N.W., Suite 800, Washington, D.C. 20006, and Anderson County, TN Government, a local government ("Grantee") located at 100 N. Main Street, Suite 208, Clinton, TN 37716-3617.

WHEREAS, ECA maintains a cooperative agreement with the *U.S. Department of Energy, Cooperative Agreement No. DE-EM0005172* ("Cooperative Agreement") which permits funding of this Agreement.

WHEREAS, Grantee was competitively selected for the grant in the amount of \$50,000.00 ("Funding") after application to ECA for the Funding and Grantee understands that is required to comply with the terms of the Cooperative Agreement while expending any of the Funding.

WHEREAS, to implement the competitive selection and pursuant to the requirements of the Cooperative Agreement, ECA desires to provide the Funding to Grantee for Grantee to perform the work identified in Attachment A ("Work") and Grantee agrees to perform such work in accordance with the terms of this Agreement including the requirements of the Cooperative Agreement.

WHEREAS, the Work is for the benefit of the community ("Community").

NOW, THEREFORE, in consideration of the Funding and Work hereinafter agreed to be made, the mutual promises and covenants set forth, and other good and valuable consideration, the parties agree as follows:

ARTICLE I - SCOPE OF WORK

The Work shall be performed by the Grantee independently from ECA and ECA shall have no responsibility for the Work.

Grantee shall comply with the requirements of the "Cooperative Agreement Terms" set forth in Attachment B while undertaking the Work. Grantee certifies that it has reviewed the Cooperative Agreement Terms.

Grantee, as an independent entity and not as an agent of ECA, shall accomplish the Work for the benefit of the Community.

The Work shall be completed prior to February 28, 2024.

Grantee shall provide ECA with a final report on expenditure of the Funding with sufficient detail to determine how the Funding is expended by the Grantee and a certification by the executive officer of Grantee that the funds have been expended in accordance with the requirements of this Agreement prior to March 30, 2024 ("Final Report").

The Grantee's project director is Terry Frank, County Mayor.

Grantee shall identify in any publication or public statement regarding the Work that the "Work is being performed pursuant to a grant from ECA pursuant to U.S. Department of Energy Cooperative Agreement No. DE-EM0005172".

The Grantee is an independent entity and its employees shall at all times be and remain its employees.

ARTICLE II - PERIOD OF PERFORMANCE

This Agreement shall terminate the later of the date of submission of the Final Report identified above or July 31, 2024; provided the audit requirements of the Cooperative Agreement that apply to this Agreement shall extend for a period of five (5) years after the expiration of this Agreement.

ARTICLE III - PAYMENT

In consideration of the performance of the requirements of this Agreement, ECA shall fund \$50,000 to Grantee upon receipt of an invoice from Grantee.

Grantee shall only use the Funds to perform the Work. To the extent any of the Funds are expended by Grantee outside the scope of the Work, as determined in ECA's sole discretion, Grantee shall reimburse ECA for the Funds not used to pay for the Work.

Following the execution of this Agreement, Grantee shall receive grant funds in the amount of \$50,000 once ECA has received from DOE and ECA has been allowed appropriate time for disbursement of the grant funds.

In the event that the Grantee does not account for all of the Funding, or does not do so to sufficient standards, or the Funding is not used in a manner consistent with the Cooperative Agreement or the scope of Work, Grantee shall repay such portion of the Funding not properly expended within thirty (30) days of demand from ECA.

Each of the following shall be considered a default ("Default") by Grantee under this Agreement:

- A. failure to expend the Funding by February 28, 2024
- B. failure to provide the Final Report to ECA;

- C. failure to provide accounting of the expenditure of the Funding in the Final Report;
or
- D. use or expenditure of the Funding in a manner inconsistent with the Cooperative Agreement of the Work.

In the event of a Default as described in this Article IV, the Grantee, to the extent the Default is not cured within thirty (30) days after receipt of notice from ECA to Grantee shall return such portion of the Funding that is not expended in accordance with terms of the Agreement.

An original and one copy of the Final Report shall be mailed or e-mailed to:

Energy Communities Alliance, Inc.
1625 I Street, N.W.
Suite 800
Washington, DC 20006

With a copy to Seth Kirshenberg at the address above
And e-mail: sethk@energyca.org

ARTICLE IV - PLACE OF PERFORMANCE

The Grantee shall perform the work under this Agreement at its offices in Clinton, TN or elsewhere as the work may require.

ARTICLE V- REPORTING REQUIREMENTS AND CERTIFICATIONS

Grantee shall prepare interim reports on the progress of the Work, in writing prior to September 30, 2023 and December 15, 2023 and as requested by ECA.

Grantee is a local government and validly existing and in good standing and has full power and authority under the laws of the state of Tennessee to conduct the business in which it is now engaged.

The Grantee has the full right, power, and authority to perform the Work as provided in this Agreement and to carry out the Grantee's obligations hereunder, and all requisite action necessary to authorize the Grantee to enter into this Agreement and to carry out its obligations hereunder have been taken. This Agreement has been duly executed and delivered by the Grantee and constitutes the legal, valid, and binding obligation of the Grantee, enforceable against the Grantee in accordance with its terms. The person signing this Agreement on behalf of the Grantee is authorized to do so.

No consent or authorization of, or filing with, any Person (including any governmental authority), which has not been obtained or will not be obtained, is required in connection with the execution, delivery, and performance of this Agreement by the Grantee.

The execution, delivery, and performance of this Agreement by the Grantee and the transactions contemplated hereby and the performance by the Grantee of its obligations hereunder

do not violate any of the terms, conditions, or provisions of (i) the Grantee's organizational documents, (ii) any judgment, order, injunction, decree, regulation, or ruling of any court or other governmental authority, or law to which Grantee is subject, or (iii) any agreement or contract to which the Grantee is a party or to which it is subject.

There is no litigation, arbitration, administrative proceeding, or other similar proceeding pending or threatened in writing against the Grantee which, if decided adversely to the Grantee, (i) would impair the Grantee's ability to enter into and perform its obligations under this Agreement, or (ii) would materially adversely affect the financial condition or operations of the Grantee.

ARTICLE VI- ASSIGNMENTS AND SUBCONTRACTS

Except as set forth in the Work, no portion of the Work hereunder, nor any Funding due the Grantee shall be, in any manner, fully or partially, assigned nor any other interest herein given a third party without the express, prior written consent of ECA. ECA recognizes that certain of the Funding will be subcontracted to third parties who shall comply with the Cooperative Agreement Requirements.

ARTICLE VII - INDEMNIFICATION

Grantee shall indemnify, save and hold harmless ECA and their officers, employees, agents, contractors at whatever tier, and authorized representatives (to the extent operating in their official capacity), from any and all liability or claims for damages to property, or injuries to, or death of persons, which may arise or result from any of Grantee's activities under this Agreement, or otherwise directly caused by the acts or omissions of Grantee, its members, employees, contractors, or officers with respect to this Agreement. ECA will give Grantee notice of any claim against it covered by this indemnity as soon after learning of it as practicable. The terms of this provision shall survive the expiration or early termination of this Agreement.

ECA shall not be responsible for damages to the property or injuries to the Grantee, its officers, employees, agents, contractors, authorized representatives, or others who may be on the Premises at Grantee's invitation, arising from activities of Grantee.

Neither party shall be liable to the other party for any indirect, consequential, or incidental damages flowing from any breach or alleged breach under this Agreement.

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any individual officer, member, agent, employee, or representative of Grantee in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Agreement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

The failure of ECA to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of ECA's right to the performance of any such terms, covenants, or conditions and Grantee's obligations with respect to such performance shall continue in full force and effect.

Grantee shall comply with all terms of the Cooperative Agreement No. DE-EM0005172 between the U.S. Department of Energy Office of Environmental Management and ECA.

ARTICLE VIII - ORGANIZATIONAL CONFLICT OF INTEREST AND CERTIFICATIONS

By accepting this Agreement, the Grantee is certifying that it is not aware of any conflict of interest related to the work to be performed. Should the possibility of a real or potential conflict of interest arise, Grantee will promptly advise ECA as to the nature of the conflict. As a condition of continuing work hereunder, Grantee will refrain from engaging in work for other parties that creates a conflict of interest.

Grantee shall execute the certifications set forth in Attachment C.

ARTICLE IX - AUDIT

This Agreement shall be subject to audit by any and all cognizant federal government agencies. Grantee shall make available to such agencies for use in connection with such audits, all records which it maintains with respect to this Agreement and copies of all reports required to be filed hereunder.

ARTICLE X - LAW GOVERNING AND SEVERABILITY

The law of the District of Columbia shall apply to any dispute or disagreement regarding the interpretation or application of this Agreement. Should any term or condition be found to violate the law, it shall be treated as severable and the balance of the Contract shall remain in full and binding effect.

ARTICLE XI - REMEDIES

All claims, counter-claims, disputes and other matters in question between ECA and the Grantee arising out of or relating to this Agreement (or the breach of it), if not resolved by the parties, will be decided by mediation, if the parties mutually agree, or in a court of competent jurisdiction within the District of Columbia.

ARTICLE XII - MODIFICATION OF THE CONTRACT

This Agreement may be amended by mutual agreement of the parties hereto, in writing, at any time.

ARTICLE XIII - NOTICES

Whenever the ECA or the Grantee shall desire to give or serve upon the other any notice, demand, order, direction, determination, requirement, consent or approval, request or other communication with respect to this Agreement, each such notice, demand, order, or direction shall be in writing. All notices hereunder shall be sent by (a) hand delivery (which shall be deemed to

have been received when the sender receives a signed receipt therefor), (b) reputable overnight courier (which shall be deemed to have been received one business day after the date sent), (c) United States mail, registered or certified, return receipt requested, postage prepaid (which shall be deemed to have been received five (5) days after the date sent), or (d) email. Such documents shall be sent to the address below or such other address as may be provided in a written notice sent by one of the forms of delivery set forth below:

If to the ECA:

Energy Communities Alliance
c/o Seth Kirshenberg, Executive Director
1625 I Street, N.W.
Suite 800
Washington, DC 20006
Phone: (202) 828-2400
sethk@energyca.org

If to the Grantee:

Terry Frank
100 N. Main Street, Suite 208, Clinton, TN 37716-3617
Phone: (865) 457-6200
Email: tfrank@andersoncountyttn.gov

ARTICLE XIV- ENTIRE AGREEMENT

This Agreement may not be amended or superseded except by an agreement in writing executed by the ECA and Grantee. No oral statements or representation made by, for or on behalf of either party shall be a part of this Agreement. Should any conflict arise between the provisions of this Agreement and any exhibit hereto, or any other agreement between the ECA and Grantee, the provisions of this Agreement shall take precedence.

This Agreement and the Attachments set forth below constitute the entire agreement and supersede all other agreements (oral and written) relating to the work to be performed hereunder.

Attachment A: Work
Attachment B: Cooperative Agreement Requirements
Attachment C: Certifications of Grantee

This Agreement may be executed in counterparts and by electronic exchange of imaged executions, each of which shall be deemed an original and all of which together shall constitute one and the same document.


BOTH PARTIES hereto warrant and represent that they have full right, power and authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Energy Communities Alliance, Inc.

Anderson County, TN Government

Signature



Signature

Brent Gerry, ECA Chair

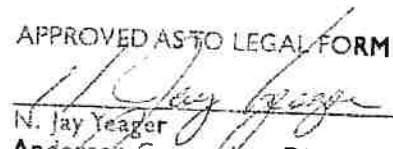
Terry Frank, Mayor

Date

2/25/2023

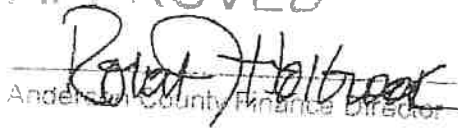
Date

APPROVED AS TO LEGAL FORM



N. Jay Yeager
Anderson County Law Director

APPROVED



Robert Holbrook
Anderson County Finance Director