Anderson County Board of Commissioners Purchasing Committee Meeting Agenda May 13, 2024 4:30 p.m.

Room 312 of the Courthouse

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

A. Contracts Approved by Law Director

- 1. <u>Canon, Detention Facility, Contract #24-0127</u> Five-year copier lease. Cost is \$41.83 per month plus copy charges. Replacing obsolete copier that cost \$41.55 per month.
- 2. <u>State of Tennessee, Department of Environment and Conservation, Mayor, Contract</u>
 <u>#24-0134</u> Fifty-month Oak Ridge Reservation Communities Alliance Grant for a total of \$381,587.
- **B.** Contracts Pending Law Director Approval

C. Unfinished Business

Request to Surplus Capital Assets

DESCRIPTION	DEPARTMENT	Condition	Starting Bid
2014 Ford F-250	Sheriff	Working, has exhaust leak when cold	\$1000
2006 Crown Victoria	Sheriff	Working, starts with a boost	\$200
2010 Chevy 3500	EMS	Working, starts with a boost	
Express			\$1500
2009 GMC 3500	EMS	Inoperable, parts only	
Savana			\$500
2006 Chevy Silverado	EMS	Working, starts with a boost	\$1000

D. New Business

State of Tennessee Contract Quote Sheet

Issued Under:

SWC 400 Multifunction Devices Contract #: 62117

		GOOTE AND TO	KCHASE UKI	DER DOCUMENT	
Quot	e #: BD-048		Date:	4/12/2024	
BILL	TO: ("Custome	er")		SHIP TO: (if differ	ent)
Sustamer Na	me: TN Ander	son County	Custo		,
Di	ept: Detention	n Facility		Dept:	
Cont		arr doing		Contact:	
Addre				Address:	
City/State/	_		Cit	y/State/Zip:	
•	one:			Phone:	
	ail:			Email:	
		Auto Toner Co	ntact (if diffe	rent from above):	
Name: _		Phone:		Email:	
Make:_		CSA to Pick Up Model: lack & White Group			°M)
Qty		ption - Base Configu		onthly Rental Price	
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	NER 2/3 HOLE P		W1 21		4002C002
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	APLE FINISHER	-AE1			4921C001
ВО	OKLET FINISHE	R-AE1			4922C001
CA	SSETTE FEEDI	NG UNIT-AW1			4917C002
INI	NER 2WAY TRA	Y-M1			4034C001
1 INI	VER FINISHER-L	1			4000C002
	BINET TYPE-W				5634C001
1 CA					0126C001
	HOLE PUNCHE	R UNIT-A1			
2/3	HOLE PUNCHE	R UNIT-A1			3813C001
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2/3 1 DA MIC TR	DF-BA1	CGS VARE			3813C001

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

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

Email 402 BNA Drive, Ste. 360

Acknowledgement Nashville, TN. 37217

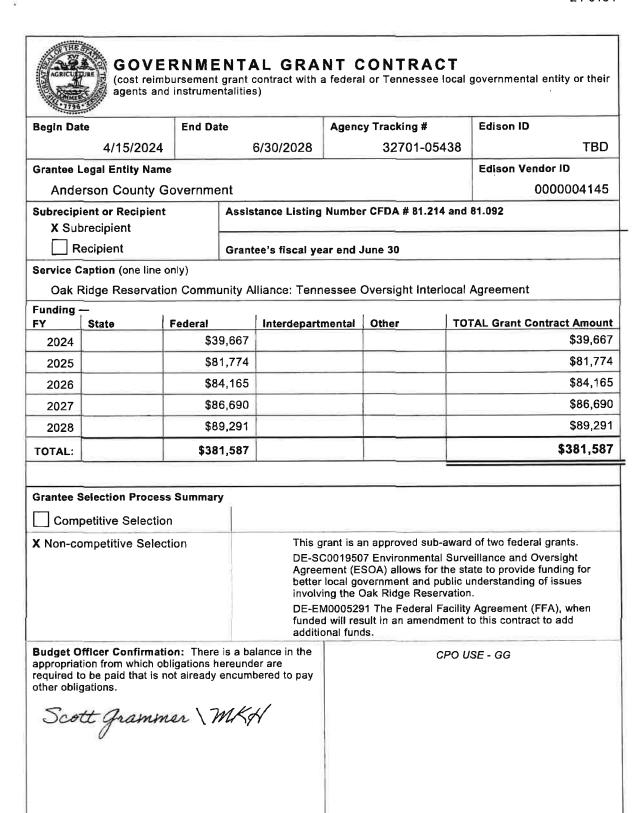
-- OR --Fax: 615. - Attn. Email: @csa.canon.com Send Payments To: Canon Financial Services, Inc. 14904 Collections Center Drive

Chicago, IL 60693

24-0127

rson County

Law Director



71302000

Account Code (optional)

Speed Chart (optional)

32736

GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND ANDERSON COUNTY

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, Division of Remediation, 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 the Oak Ridge Reservation Community Alliance (ORRCA): Tennessee Oversight Interlocal Agreement (TOIA), as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000004145

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2 The Grantee shall support implementation of allowable activities of the TOIA. Such activities must be allocated to either Federal Facilities Agreement (FFA) or Environmental Surveillance and Oversight Agreement (ESOA) funding.
- A.3. The Grantee shall promote local government involvement and public awareness in the operations of the Oak Ridge Reservation (ORR) facilities, including the environmental restoration process, monitoring of continued operations, and community engagement as related to the ORR.
- A.4. The Grantee shall disseminate accurate and factual information concerning present or proposed activities related to continued operations and environmental restoration of the ORR facilities.
- A.5. The Grantee shall identify local concerns and issues relevant to the operation of the ORR and environs as related to the approved ORRCA grant work and present concerns to the State and the Department of Energy (DOE) during the selection of annual work and budget priorities.
- A.6. The Grantee shall prepare special studies and reports, as needed, to educate local officials and further public information.
- A.7. The Grantee shall submit quarterly reports to the State on or before October 21, January 31, April 30, and July 31 of each Grant Contract year Each quarterly reportshall include minutes of meetings pursuant to the ORRCA: TOIA and salient activities carried out by the Grantee during the preceding quarter.
- A.8. The Grantee shall provide ORRCA-approved annual work plans pertinent to this Grant Contract to the State on or before March 15 of each Grant Contract year. The annual work plans will address issues identified by Anderson, Knox, Morgan and Roane Counties and the City of Oak Ridge. Only activities in the approved work plans are allowable for reimbursement under this Grant Contract. The annual work plans and corresponding budgets will allocate activities and funding foractivities separately.
- A.9. The Grantee shall comply with the plan of work for grant years 2024-2028, with all DOE Special Terms and Conditions (to be provided to the Grantee annually as the State receives them from the DOE) and Rules and Regulations (10 C.F.R. Part 600 and 2 C.F.R. Part 200). Electronic Code of Federal Regulations.

- A.10. The Grantee shall serve as the fiscal agent for the ORRCA.
- A.11. 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, responsibility and performance of 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. through f. below);
 - b. State-approved annual work plans for both the FFA and ESOA. The State will provide the Grantee these documents annually once they are approved by the DOE offices that issue the FFA and ESOA grants.
 - c. TheTOIA.
 - d. DOE Special Terms and Conditions and Rules and Regulations (10 C.F.R. Part 600 and 2 C.F.R. Part 200) <u>Electronic Code of Federal Regulations</u>;
 - e. FFA; and
 - f. ESOA.
- A.12 <u>Incorporation of Federal Award Identification Worksheet</u>. The federal award identification which appears as Attachment B, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1 This Grant Contract shall be effective for the period beginning on 4/15/2024 ("Effective Date") and ending on 6/30/2028, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to one (1) renewal option under the same terms and conditions for a period not to exceed twelve (12) months by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. <u>Term Extension</u>. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Eighty-One Thousand Five Hundred Eighty-Seven Dollars (\$381,587) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant

Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. <u>Travel Compensation</u>. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:
 State of Tennessee, Department of Environment and Conservation
 Division of Remediation, Oak Ridge
 761 Emory Valley Road
 Oak Ridge, TN 373830
 c/o Kristof Czartoryski
 - 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 Environment and Conservation, Division of Remediation, Oak Ridge.
 - (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. <u>Budget Line-items</u>. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
 - a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item 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.
 - b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
 - c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment
- C.7. <u>Disbursement Reconciliation and Close Out</u>. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. 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. <u>Prerequisite Documentation</u>. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. <u>Termination for Convenience</u>. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other

damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. <u>Termination for Cause</u>. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. 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:

Kristof Czartoryski, Environmental Consultant 4
State of Tennessee, Department of Environment and Conservation
Division of Remediation, Oak Ridge
761 Emory Valley Rd.
Oak Ridge, TN 37830
Kristof.czartorysky@tn.gov
Telephone # 865-250-9705
FAX # 865-482-1835

The Grantee:

Terry Frank, Mayor of Anderson County Anderson County Government 100 N. Main Street, Suite 208 Clinton, TN 37716 tfrank@andersoncountytn.gov Telephone # 865-457-6200 FAX # 865-264-6270

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. <u>HIPAA Compliance</u>. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
 - 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. <u>Licensure</u>. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB)

Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and 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. <u>Limitation of State's Liability</u>. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts D.24. of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. <u>Tennessee Department of Revenue Registration</u>. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. <u>State and Federal Compliance</u>. 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. <u>Completeness</u>. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. 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. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. <u>Iran Divestment Act.</u> The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. <u>Debarment and Suspension.</u> The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
 - 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 <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2 Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, et seq., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3 <u>State Furnished Property.</u> The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the fair market value of the property at the time of loss.
- E.4 Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights.

 Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

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

IN WITNESS WHEREOF,	
ANDERSON COUNTY GOVERNMENT:	
GRANTEE SIGNATURE	DATE
TOWNS AND TITLE OF ODANTSE CIONATODY (-b)	
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)	
DEPARTMENT OF ENVIRONMENT AND CONSERVATION:	
DAVID W. SALYERS, P.E., COMMISSIONER	DATE

APPROVED AS TO LEGAL FORM

Anderson County Law Director

GRANTI	BUDGET					
FY28 ORRCA Budget for ESOA-Related Activities						
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following						
Applicable Period: BEGIN: July 1, 2027 END: June 30, 2028						
EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT			
Salaries, Benefits & Taxes	22,774	0.00	22,774			
Professional Fee, Grant & Award ²	27,000.00	0.00	27,000.00			
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	3,000	0.00	3,000			
Travel, Conferences & Meetings	8,000.00	0.00	8,000.00			
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	28,517	0.00	28,517			
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	89,291	0.00	89,291			

² 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.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Contracted Services: For studies / planning re: transfer of excess land & analyses	27,000.00
TOTAL	27,000.00

OTHER NON-PERSONNEL	AMOUNT
Memberships / Subscriptions	2,500
Public Education / Outreach	16,017
Training	10,000
TOTAL	28,517

GRANT BUDGET

FY27 ORRCA Budget for ESOA-Related Activities

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

Applicable

Period:

BEGIN: 7/1/2026

END: 6/30/2027

Penou.	DEGIN. 1/1/2020	LIAD. 010012021		
	EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	31,690.00	0.00	31,690.00
	Professional Fee, Grant & Award ²	27,000.00	0.00	27,000.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	2,500.00	0.00	2,500.00
	Travel, Conferences & Meetings	8,000.00	0.00	8,000.00
	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	17,500.00	0.00	17,500.00
	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	86,690.00	0.00	86,690.00

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.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Contracted Services: For studies / planning re: transfer of excess land & analyses	27,000.00
TOTAL	27,000.00

OTHER NON-PERSONNEL	AMOUNT
Memberships / Subscriptions	2,500.00
Public Education / Outreach	15,000.00
TOTAL	17,500.00

GRANT BUDGET

FY26 ORRCA Budget for ESOA-Related Activities

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

Applicable

Period:

BEGIN: July 1, 2025

END: June 30, 2026

i cilou.	DECIN. July 1, 2020			
	EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	30,774.00	0.00	30,774.00
	Professional Fee, Grant & Award ²	25,000.00	0.00	25,000.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	2,500.00	0.00	2,500.00
	Travel, Conferences & Meetings	8,000.00	0.00	8,000.00
	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	17,891.00	0.00	17,891.00
	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	84,165.00	0.00	84,165.00

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.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Contracted Services: For studies / planning re: transfer of excess land & analyses	25,000.00
TOTAL	25,000.00

OTHER NON-PERSONNEL	AMOUNT
Memberships / Subscriptions Public Education / Outreach	2,000.00 15,891.00
TOTAL	17,891.00

GRANT BUDGET

FY25 ORRCA Budget for ESOA-Related Activities

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

Applicable

Period:

BEGIN: July 1, 2024

END: June 30, 2025

EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
Salaries, Benefits & Taxes	30,774.00	0.00	30,774.00
Professional Fee, Grant & Award ²	27,000.00	0.00	27,000.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	4,500.00	0.00	4,500.00
Travel, Conferences & Meetings	7,500.00	0.00	7,500.00
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	12,000.00	0.00	12,000.00
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	81,774.00	0.00	81,774.00

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.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Contracted Services: For studies / planning re: transfer of excess land & analyses	27,000.00
TOTAL	27,000.00

OTHER NON-PERSONNEL		AMOUNT
Memberships / Subscriptions		2,000.00
Public Education / Outreach		10,000.00
	TOTAL	12,000.00

GRANT	T BUDGET		
FY24 ORRCA Budget for ESOA-Related Activities			
The Grant Budget line-item amounts below shall be following Applicable			uring the
Period: BEGIN: April 15, 2024	GRANT	une 30, 2024 GRANTEE	
EXPENSE OBJECT LINE-ITEM CATEGORY 1	CONTRACT	PARTICIPATION	TOTAL PROJECT
Salaries, Benefits & Taxes	15,167.00	0.00	15,167.00
Professional Fee, Grant & Award ²	20,000.00	0.00	20,000.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	1,000.00	0.00	1,000.00
Travel, Conferences & Meetings	1,500.00	0.00	1,500.00
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	2,000.00	0.00	2,000.00
Capital Purchase ²	0.00	0.00	0.00
Indirect Cost	0.00	0.00	0.0
In-Kind Expense	0.00	0.00	0.0
GRAND TOTAL	39,667.00	0.00	39,667.0

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.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD		AMOUNT
Contracted Services: Studies / Planning re: transfer of excess land		20,000.00
	TOTAL	20,000.00

OTHER NON-PERSONNEL		AMOUNT
Memberships / Subscriptions		1,000.00
Public Education / Outreach		1,000.00
	TOTAL	2,000.00

ATTACHMENT B

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)	FYPENE4ABBG6
Federal Award Identification Number (FAIN)	DE-SC0019507
Federal award date	12/01/2018
Subaward Period of Performance Start and End Date	04/15/2024 - 06/30/2028
Subaward Budget Period Start and End Date	04/15/2024 - 06/30/2028

Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	81.214 and 81.092
Grant contract's begin date	04/15/2024
Grant contract's end date	06/30/2028
Amount of federal funds obligated by this grant contract	\$4,102,502
Total amount of federal funds obligated to the subrecipient	\$381,587
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$8,126,912
Federal award project description (as required to be responsive to the Federal	Grant DE-SC0019507 Environmental Monitoring, Clean-up,
Funding Accountability and Transparency Act (FFATA)	Cultural & Resource Management, Emergency Response Outreach, Technical Analysis
Name of federal awarding agency	DOE
Name and contact information for the federal awarding official	
Name of pass-through entity	TDEC DoR-OR
Name and contact information for the pass- through entity awarding official	
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)	FY2024 24.98 salaries, wages, and benefits. FY2024 and beyond not known yet. Pass through funding not affected by indirect costs.

ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD

Property declared to be surplus may be transferred to another Anderson County office or be sold at internet auction. The IT Department will manage the disposition of hard drives.

The Vehicle Inspection Form is to be used to sell vehicles. A police report must accompany this form if the property

Transferring property to an Entity outside of Anderson County requires Purchasing Committee and County requests to surplus property as detailed below. 4/30/24 Commission approval. This form should be emalled to <u>Surplus@andersontn.org</u> Sheriff's Department (Department)

Asset Tag Number (N/A If no Tag),	Property Description (Vehicles - list Year, Make, Model and Location)	Serial Number/ VIN Number (N/A if no Serial No.)	Property Condition (Working, inoperable, unknown)
	2014 FORD F-250	1FT7W2B60EEB09370	9370 WORKING
ttach additions	Attach additional shaet(s) if necessary	Cheffin Or . # 1000	Mr. can

Date Property Disposition Method (check applicable box) Signature of Receiving Department Head/Elected Official Stolen or Lost (Attach copy of Police Report) Property Destroyed (Attach explanation) Purchase Order Number of Trade in: (Attach photos of Item(s) to record) Fund Description: DRUG FUND To: (Department) **Transfer Property** Internet Auction

Received by Purchasing Office:

Deputy Purchasing Agent Signature:

Property Disposition & Surplus Record

Rev. 1/29/2018

Vehicle Inspection Form

Inventory ID:ACSO-4343	Asset Number:	Fair Market Value:
Short Description: Year 2014 Make FORD	Model_	F-250 CREW CAB
VIN: 1 F T 7 W 2 B Odometer: 1 2 8 9 0 9	6 0 E E B 0 9 Miles Kilometers Od	3 7 0 Title Restriction: □Y ■N ometer Accurate □Y □N:
Long Description:		
· ·	oost & 🔳 Runs/Driveable 🗌 Eng	gine Runs \square Does Not Run \square For Parts Only
		ane/Natural Gas
Engine Condition: Runs Needs rep	air \square is in unknown condition	
Repairs needed: HAS EXHAUST LEA	K WHENCOLD	
This vehicle was maintained every 5000	Days ☐ Hours ☐ M	
Date Removed From Service: 4/1/24	Maintenance Records:	Available Not Available For Inspection
		able 🗌 Needs repair 🗀 Is Unknown Condition
Repairs Needed:		
<u>Drivetrain</u> : ☐ 2 Wheel Drive ■ 4 Wh	eel Drive Condition: OPERA	BLE
Exterior: Color: GRAY		
		Tread:#Flat Hubcaps #
Major Damage to:		
Additional Damage: MINOR RUNNI	NG BOARD HAS A PICE TH	AT IS BROKEN OFF
Decals: None Have Been Spraye	ed <u>or</u> Have been Removed	& \square Impressions Remain \square No Impressions
Emergency equip: None Has	been removed & 🔳 There are ho	oles in the exterior
Interior: Color GRAY	Cloth Vinyl Leather	
Damage to Seats: SMALL TEAR IN DR	RIVERS SEAT	
Damage to Dash/Floor:		
Radio: Stock or Brand & Model:		■ AM/FM □ AM/FM Cassette □ AM/FM CD
■ AC (Condition: ■ Cold □ Unknow		Air Bags: 🗆 Driver's Side 🔳 Dual
■ Cruise Control ■ Tilt Steering	Remote Mirrors Climate Con	itrol
Power: Steering Windows	Door Locks Seats	
Additional Equipment: CAMPER TO	OP	
Manufacturer Mo		
		Hitch: Type
Location of Asset: 308 PUBLIC SAFE		
For more information contact:		
Reminder: Do not close items on or surro	unding a Holiday, on Friday nights,	or Weekends. Stagger closing times by 10 minutes.

ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD

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Property declared to be surplus may be transferred to another Anderson County office or be sold at Internet auction.	The IT Department will manage the disposition of hard drives.

The Vehicle Inspection Form is to be used to sell vehicles. A police report must accompany this form if the property was stolen.

Transferring property to an Entity outside of Anderson County requires Purchasing Committee and County Commission approval.

Sheri	s Department	requests to surplus property as detailed below.	y as detailed below.
(Department)	M. D.W.		4/30/24
Signature	Signature of Department Head/Elected Official		Date
Asset Tag Number (N/A if no Tag).	Property Description (Vehicles - list Year, Make, Model and Location)	Serial Number/ VIN Number (N/A if no Serial No.)	Property Condition (Working, inoperable, unknown)
	2006 FORD CROWN VICTORIA	2FAHP71W86X154787	4787 OPERABLE
Attach addition	Attach additional sheet(s) if necessary.		Starting Price: \$ 200 00
	Property Disposition Method (check applicable box)	thod (check applica	ple box)
<u>.</u>	Auction	Purchasing Office Use Only Govdeals ID#:	ly
12	Fund Description: Sale A	Date: Sale Amount: \$	
(Att	(Attach photos of item(s) to record)	Date removed from Asset Listing:	Listing:
Tra	Transfer Property		
	(Department)		
Sign	Signature of Receiving Department Head/Elected Official	ected Official	Date
Fra	Trade In Purchase Order Number of Trade in:		
Sto	Stolen or Lost (Attach copy of Police Report)	4	
Pro	Property Destroyed (Attach explanation)		

Received by Purchasing Office:

Property Disposition & Surplus Record

Deputy Purchasing Agent Signature:

Rev. 1/29/2018

Vehicle Inspection Form

Inventory ID:	Asset Number:	Fair Market Value:	
Short Description: Year 2006 Make FORD	Model_	CROWN VICTORIA	
VIN: 2 F A H P 7 1 Odometer:	W 8 6 X 1 5 4 Miles Kilometers Od	7 8 7 Title Restriction: UY Nometer Accurate YN: UNKNOWN	
Long Description: This Vehicle: ☐ Starts ■ Starts with a Boost & ■ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only Engine- Type: 4.8 L, V 8 ☐ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid Engine Condition: ■ Runs ☐ Needs repair ☐ is in unknown condition Repairs needed: This vehicle was maintained every ☐ Days ☐ Hours ☐ Miles Date Removed From Service: UNKNOWN ☐ Maintenance Records: ☐ Available ■ Not Available For Inspection Transmission: ■ Automatic ☐ Manual ☐ Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition Repairs Needed:			
Drivetrain: ■ 2 Wheel Drive □ 4 Wheel Drive Condition: Exterior: Color: WHITE Windows: □ No Cracked Glass □ Cracked WINDSHIELD Minor: □ Dents □ Scratches □ Dings Tire Condition: □ Tread: #Flat □ Hubcaps #4 Major Damage to: PAINT PEELING IN MULTIPLE PLACES Additional Damage: ODOMETER DOES NOT WORK Decals: □ None □ Have Been Sprayed or □ Have been Removed & □ Impressions Remain □ No Impressions Emergency equip: □ None □ Has been removed & □ There are holes in the exterior □ There are no holes			
Interior: Color GREY Cloth Vinyl Leather Damage to Seats: Damage to Dash/Floor: Radio: Stock or Brand & Model: AM/FM AM/FM AM/FM Cassette AM/FM CD AC (Condition: Cold Unknown) No AC Air Bags: Driver's Side Dual Cruise Control Tilt Steering Remote Mirrors Climate Control Power: Steering Windows Door Locks Seats			
Location of Asset: 308 PUBLIC SAFE For more information contact:	odel Serial ack Utility Body: Brand TY LANE CLINTON TN 37716	# Hitch: Type	

Attachment 8

ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD

> Property declared to be surplus may be transferred to another Anderson County office or be sold at internet auction.

> The IT Department will manage the disposition of hard drives.

- > The Vehicle Inspection Form is to be used to sell vehicles. A police report must accompany this form if the property was stolen.
- > Transferring property to an Entity outside of Anderson County requires Purchasing Committee and County Commission approval.
- > This form should be emailed to Surplus@andersontn.org

Asset Tag Number	Property Description (Vehicles - list Year, Make, Mo	ndel	Serial Number/ VIN Number	Property Condition	7
(N/A if no	and Location)		(N/A if no Serial No.)	(Working, inoperable, unknown)	
6492-GB	ADOG Chery 1500		16CEK19B3	working - 1000	
54-6412	2006 Chely 1500 Ems HQ 1GOTG316791138	173	09-GML-3500	inoperable - 1000	, Porci
3469-GA	2010 GMC - 3500 ExPre	55	16B662B6	Working & \$500	TA TA
	al sheet(s) if necessary.		3A1131989	J	
	Property Disposition	on Met	hod (check applicat	ale box)	Da 1
Inte	rnet Auction	Purch	nasing Office Use Onl	ly	7
ļ.,	J. 46.	Govd Date:	eals ID#:		
Fun	d #: d Description:	Sale	Amount: \$	-	
		Date	removed from Asset	Listing	
(Att	ach photos of item(s) to record)				
Tra	nsfer Property				
To:					
	(Department)				
Sign	nature of Receiving Department H	lead/Ele	ected Official	Date	
14	de In			1111	
Pur	chase Order Number of Trade in:				
Sto	len or Lost (Attach copy of Police	Repor	t)		
Pro	perty Destroyed (Attach explana	ition)			
					 5
	asing Office:				



Vehicle Inspection Form

Inventory ID:	Asset Number:	Fair Market Value:		
Short Description: Year 2010 Make Gn	7C Model_	3500 ExPress		
VIN: 1 G B G G 2 B G 3 A 1 1 3 1 9 8 9 Title Restriction: DY W				
Odometer: 3 0 3 9 0 7 Miles Caller Miles Odometer Accurate Py N:				
Long Description:				
This Vehicle: Starts Starts with a Boost & Runs/Driveable Engine Runs Does Not Run For Parts Only				
Engine- Type: 6.6 L, V]Gas ☐Diesel Engine ☐ Prop	ane/Natural Gas 🔲 Gas/Electric Hybrid		
Engine Condition: Runs Needs repair s in unknown condition				
Repairs needed: The Engine Go's into Low Power Mode - TO Clean Exshault filter				
This vehicle was maintained every <u>3-5000</u> Days Days Hours Miles				
		Available Not Available For Inspection		
Transmission: Automatic Manual Speed Condition: Operable Needs repair Is Unknown Condition				
Repairs Needed:				
<u>Drivetrain</u> : 2 Wheel Drive 4 Wheel Drive Condition:				
Exterior: Color: Whire Windows: No Cracked Glass Cracked				
Minor: Dents Scratches Dings Tire Condition: Good Tread: #Flat Hubcaps #_				
Major Damage to: None Not				
Additional Damage:		-		
Decals: None Have Been Sprayed or Have been Removed & Impressions Remain No Impressions				
Emergency equip: Wone Whas been removed & There are holes in the exterior Where are no holes				
	Cloth Vinyl 🗆 Leathe	^		
Damage to Seats: Some Small	Tears Normal for a	ge of vic.		
Damage to Dash/Floor: Norma	Wear			
Radio: Stock or Brand & Model: AM AM/FM AM/FM Cassette AM/FM CD				
☐AC (Condition: ☐Cold ☐ Unknown) ☐ No AC Air Bags: ☐ Driver's Side ☐ Dual				
Cruise Control Tilt Steering Remote Mirrors Climate Control				
Power: Desteering Dewindows Door Locks Seats				
Additional Equipment: Anob - Package				
Manufacturer Custom Trucks Model Type ## Serial # 00/168462 386				
☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand ☐ Hitch: Type				
Location of Asset: 314 Pub For more information contact:				
Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.				

Vehicle Inspection Form Tay -GY -G412

Inventory ID:	Asset Number:	Fair Market Value:		
Short Description: Year 2009 Make GMC	Model_	3500 Sayvana		
VIN: 2 G D J & 3 1 6 7 9 1 1 3 8 1 7 3 Title Restriction: DY DN Odometer: 4 1 0 8 7 0				
Engine-Type: L. L. V C Engine Condition: Runs Needs rep Repairs needed: Fuel STSTCM This vehicle was maintained every 3- Date Removed From Service: 11-23	Gas Diesel Engine Proparair is in unknown condition Bal — Days Hours M Maintenance Records: Speed Condition: Popera	Available Not Available For Inspection		
Drivetrain:				
Interior: Color Gray Cloth Vinyl Leather Damage to Seats: Ieals SM In Both Front Beats Damage to Dash/Floor: Menor Normal For W Radio: Stock or Brand & Model: AM/FM Cassette AM/FM CD AC (Condition: Cold Vunknown) No AC Air Bags: Driver's Side Dual Veruise Control Tilt Steering Remote Mirrors Climate Control Power: Steering Windows Door Locks Seats				
Additional Equipment: AMB Manufacturer Taylor Made M Tool Box Light Bar Ladder R	odel TYPE III Serial			
Location of Asset: 314 Pable For more information contact:	Bryan schoeder			

Vehicle Inspection Form

Inventory ID:	Asset Number:	Fair Market Value:		
Short Description: Year 2006 Make Cheu	y Silverado Model	K+500 1100		
VIN: 16CFK19336Z1119530 Title Restriction: DY EN Odometer: 160489 Miles DKilometers Odometer Accurate DY N:				
Odometer: Line Line Line Line Line Line Line Line				
Long Description:				
	This Vehicle: Starts Starts with a Boost & Runs/Driveable Engine Runs Does Not Run For Parts Only			
	Engine- Type:L, V			
Engine Condition: Runs Needs repair is in unknown condition				
Repairs needed: Oil + Coolant Leak ~ Front Brakes + Cailibers are Locked up.				
This vehicle was maintained every As Needed Days Days Miles Date Removed From Service: 3 2 24 Maintenance Records: Available Not Available For Inspection				
	Transmission: Automatic Manual Speed Condition: Operable Needs repair Is Unknown Condition			
Repairs Needed: Shifts Hard				
Drivetrain: 2 Wheel Drive Wheel Drive Condition: Working				
Exterior: Color: Black Windows: No Cracked Glass Cracked Minor: Dents Scratches Dings Tire Condition: Good Tread: #Flat Hubcaps # Major Damage to: Additional Damage: The inside Caffet Stays Dank and Smells, Decals: None Have Been Sprayed Or Have been Removed & Impressions Remain No Impressions Emergency equip: None Whas been removed & There are holes in the exterior There are no holes Interior: Color Beige WCloth Vinyl Leather Damage to Seats: Normal Wear For age of Vic. Damage to Dash/Floor: Some Holes due To Emergency Equil. Remoted Radio: Stock or Brand & Model: DAM AM/FM AM/FM Cassette AM FM CD WCloth Windows Remote Mirrors Climate Control Power: Steering Windows Door Locks Seats Seats				
Additional Equipment: Manufacturer M □ Tool Box □ Light Bar □ Ladder R	odelSerial			
Location of Asset: 314 Public Safety LN Clinton TN 37716 For more information contact: Bryan Schweder 465-806-4090 Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.				