

**Anderson County Board of Commissioners
Purchasing Committee Meeting Minutes**

May 13, 2024

4:30 p.m.

Room 312 of the Courthouse

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

Member Absent: Aaron Wells.

1. Call to Order

2. Approval of Agenda

Commissioner Mayes made a motion to add the Domestic Violence Court Coordinator Grant Amendment to the agenda under New Business. Commissioner Verran seconded the motion. Motion passed unanimously.

3. Appearance of Citizens

None.

4. Contracts Approved by Law Director

- A. **Canon, Detention Facility, Contract #24-0127** – Five-year copier lease. Cost is \$41.83 per month plus copy charges. Replacing obsolete copier that cost \$41.55 per month.
- B. **State of Tennessee, Department of Environment and Conservation, Mayor, Contract #24-0134** – Fifty-month Oak Ridge Reservation Communities Alliance Grant for a total of \$381,587.
- C. **Clearview Securities, Office of Aging, Contract #24-0132** – One-year contract for Security Camera Monitoring. Vendor selected from competitive RFP. Installation cost is \$12,518. Monthly cost is free.
- D. **Knoxville Orthopaedic Clinic, Board of Education, Contract #24-0136** – Three-year contract for Athletic Trainer Services for \$5,000 per year.

Commissioner Mayes made a motion to approve as a group and to forward to County Commission with a recommendation for approval. Commissioner Palmer seconded the motion. Motion passed unanimously.

5. Contracts Pending Law Director Approval

6. 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 Express	EMS	Working, starts with a boost	\$1500
2009 GMC 3500 Savana	EMS	Inoperable, parts only	\$500
2006 Chevy Silverado	EMS	Working, starts with a boost	\$1000

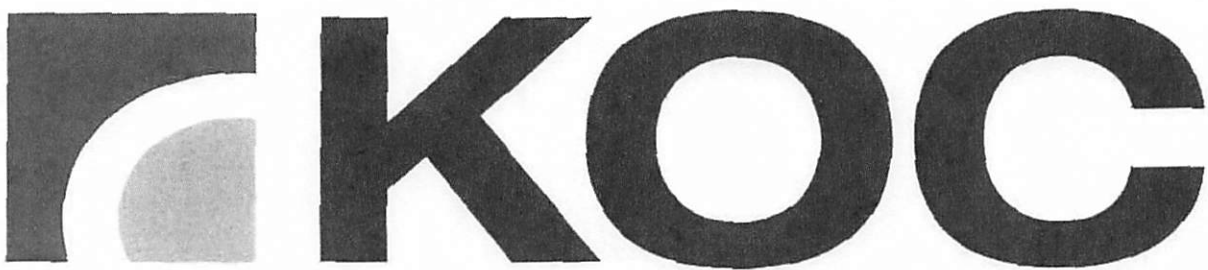
Commissioner Mayes made a motion to approve as a group and to forward to County Commission with a recommendation for approval. Commissioner Palmer seconded the motion. Motion passed unanimously.

7. New Business

- A. State of Tennessee, Office of Criminal Justice Programs, Mayor, Contract #23-0124 – Amendment to the three-year grant for a domestic violence court coordinator. Grant is \$67,000 per year to include salary and benefits.

Commissioner Mayes made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Verran seconded the motion. Motion passed unanimously.

Orthotennessee, P.C. /
Knoxville Orthopaedic Clinic



SPORTS MEDICINE

Services Agreement

Anderson County

High School

2024

SERVICES AGREEMENT

This Services Agreement for (this "Agreement") is between Anderson County Schools ("School System") and OrthoTennessee, P.C. ("OTN"), effective June 1, 2024 (the "Effective Date").

OTN provides sports medicine outreach and is an employer of Athletic Trainers ("ATCs"). The School System is in need of certain athletic training services, including the services of ATCs to provide care, treatment and education to student-athletes who participate in school-sponsored athletic events in conjunction with schools in the School System. The School System wishes to engage OTN to provide such Services on behalf of the School System.

School System and OTN agree that OTN will provide Athletic Trainer Services ("ATC Services") to assist student-athletes in the School System community, under the terms and conditions as set forth in this Agreement.

A. OTN Obligations:

1. **Description of Services.** OTN will generally be responsible for providing ATCs for the high school in the School System, as set forth more fully in **Exhibit A**. The number of ATCs to be provided by OTN to the School System is set forth in **Exhibit A**.

2. **Employment of ATC staff.** OTN will employ the ATCs who provide the ATC Services, including processing of payroll for the costs of all annual base salary and bonus compensation, providing benefits, including health or other policies of insurance, and all federal and state required withholding of income.

B. School System Obligations

1. **Compliance.** School System, by accepting the ATC Services, confirms and assures OTN that all participating student-athletes are in compliance with all requirements of TSSAA and/or Tennessee Departments of Health and/or Education (or other similar Tennessee agencies, no matter what their name or designation).

2. **Records.** School System will maintain and make available to OTN and/or the ATCs records of each student-athlete's health condition and status and emergency contact information.

3. **ATCs are not Medical Doctors.** School System acknowledges and agrees that ATCs are not medical doctors and do not diagnose injuries, prescribe treatment or otherwise practice medicine or surgery. Student-athletes and their parents or guardians may choose any provider of medical services that they prefer. ATC Services are made available to the School System schools and student-athletes regardless of the student-athlete's or guardian's choice of physician or medical facility.

4. **Site of Services and School Support of Programs.** School System shall provide at its sole cost and expense appropriate space for the rendering of any sports medicine program services including, but not limited to, appropriate equipment for the development of preventative programs and an appropriate level of sports medicine supplies for the use of the ATCc in providing the ATC Services. School System shall be solely responsible for determining the times of practice and for scheduling all athletic events subject to this Agreement. School System shall notify OTN of any schedule changes.

C. Compensation. School System will provide compensation to OTN for the ATC Services as set forth in **Exhibit B**, payable within thirty (30) days of receipt of invoice from OTN.

D. Term. This Agreement shall begin on the Effective Date and continue for a period of three (3) years, unless terminated earlier by either party upon no less than 30 days' written notice to the other party. Thereafter, this Agreement shall renew for additional one (1) year terms unless otherwise terminated pursuant to the terms set forth herein. Upon such termination, all outstanding ATC Cost due to OTN, including any prorated amounts for partial quarters, shall be immediately due and payable to OTN by School System.

E. Compliance with Law. The parties expressly agree that nothing contained in this Agreement shall require School System to refer or admit any patients to, or order any goods or services from, OTN. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 USC Section 1320a-7b). Without limitation of any provision set forth herein, the parties expressly agree to abide by any and all applicable federal and/or state statutes, rules and regulations including, but not limited to, Titles VI, VII and IX of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the National Labor Relations Act, the Fair Labor Standards Act, the Rehabilitation Act of 1973, and the Occupational Safety and Health Act of 1970, all as may be amended from time to time.

F. Independent Contractor. It is hereby understood and agreed that OTN, in performing the ATC Services contemplated by this Agreement, is acting in the capacity of an independent contractor, and that OTN is not an agent, servant, partner, nor employee of School System. OTN will have control over the work to be performed, and shall be solely responsible to pay its own federal, state and local taxes, salaries, social security payments, and any and all other payments incurred by OTN in the performance of the ATC Services, as well as perform all necessary legal requirements pertaining to employment.

G. Notices. Any notice, demand or communication required, permitted or desired to be given under this Agreement shall be deemed effectively given when personally delivered, when received by overnight delivery, or five (5) days after being deposited in the United States mail, with postage prepaid, addressed as follows:

OTN: Knoxville Orthopaedic Sports Medicine
256 Fort Sanders West Boulevard
Suite 200
Knoxville, TN 37922
ATTN: Pete Pearson, CEO

School System: Anderson County Schools
101 South Main Street
Clinton, TN 37716

ATTN: Dr. Tim Parrott, Director of Schools

H. Modification. This Agreement shall not be modified or amended except by a writing duly executed by both parties. No waiver of any provision of this Agreement shall be effective unless the waiver is in writing and duly executed by both parties. OTN reserves the right to increase the contract fees up to 5% annually to allow cost of living increases to the ATC. This increase is not to exceed the % increased by the school staff.

I. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

J. Indemnification. OTN shall defend and indemnify the School System for OTN's negligence, gross, negligence, and/or reckless, willful or wanton conduct in connection with its services provided under this contract.

Agreed to by:

Anderson County Schools

By:

Its:

OrthoTennessee, P.C.

By:

Its:

APPROVED AS TO LEGAL FORM


N. Jay Yeager
Anderson County Law Director

EXHIBIT A
Services

1. OTN will provide one ATC to the School System, who is assigned to the School System's Anderson County high school. OTN and the School System agree that the number of ATCs to be provided by OTN may change from time to time during the term of this Agreement, based on the needs of the schools in the School System. Any change to the number of ATCs to be provided by OTN, and the cost for such change in services, will be made by mutual agreement of the parties.

2. The ATC will serve as the School System's coordinator of athletic health care and will be used to help implement programs and provide assistance in coverage when needed. The ATC, along with the oversight of the OTN Director of Outreach, will collaborate on the development of the Sports Medicine Program for the School System and will coordinate and direct the sports medicine outreach services in the city and the county.

3. OTN, with the approval of School System, shall designate the individual(s) to provide the ATC Services, which shall consist of:

a. Providing on-site ATC services for most practices, home and away varsity athletic contests and as many sub-varsity contests as feasible. When multiple, concurrent events occur, coverage will be determined by the ATC and school athletic director;

b. Assisting with first aid and assessment in the case of injury;

c. Maintaining appropriate general treatment orders to be reviewed annually and approved by the school's team physician;

d. Maintaining written documentation related to the ATC Services;

e. Communicating with school coaching staff;

f. Performing/assisting with certain preventative screening tests;

g. Wrapping or icing areas before or after games;

h. Monitoring the progress of student-athletes toward certain health goals;

i. Acting as a liaison between the team physician or treating physician and the school coach;

j. Developing, in conjunction with the school's athletic director, a budget for each school's athletic training program;

k. Maintaining inventory and securing sports medicine supplies in cooperation with the school's athletic director;

l. Maintaining and providing the coaches and athletic director with a list of athletes medically eligible to compete under district and state rules and regulations.

m. Following appropriate protocol for concussion and other injuries as set out in the policies of the Anderson County Board of Education, district rules and regulations, Tennessee state law and regulations, and the student athlete's treating physician.

The parties acknowledge that from time to time **Exhibit A** may be modified by mutual written consent of parties.

EXHIBIT B
Compensation

1. **Compensation.** OTN will invoice the School System on an annual basis. School System will pay to OTN an amount equal to \$5000 (the "ATC Cost"). In the event the designated ATC ceases to be employed by OTN, OTN will designate a replacement ATC to provide the ATC Services.

Prior to each renewal term of this Agreement, the ATC Cost for the renewal term may be adjusted to account for inflation or other increase in the annual base salary of the ATC then designated to provide the ATC Services (as mutually agreed upon by School System and OTN). Invoices shall be submitted by OTN to School System at the address set forth in the Agreement.

2. **Promotion.** School System will provide OTN with an opportunity to display signage and banners at each of the athletic events in prominent locations and will allow OTN to place information regarding OTN's services and various programs in the School System and at the site of the athletic events. School System will allow OTN to display School System's name and logo and state that it is the "Preferred Sports Medicine Affiliate" for School System on OTN's marketing and advertising materials including, but not limited to, the website used by OTN in its business, marketing brochures, posters and other marketing materials. School System will place OTN's logo and text link on School System's official website with an announcement that OTN is the "Official Sports Medicine Provider" for School System. School System will comply with a minimum of one (1) PA announcement (script written by OTN) during all home games (with announcer present), and pre-game announcement stating sports medicine services are provided by OTN.



CLEARVIEW SECURITY INC.
P.O. Box 3444
Knoxville, TN 37927
(865) 637-5555
ACL-0028

CLIENT NAME Anderson County Seniors Center (HEREINAFTER REFERRED TO AS "CLIENT") DATE 5-6-24
PHONE/EMAIL Katherine Kleehammer: 865-463-6841: kkleehammer@andersoncountyttn.gov

INSTALL AT 96 Mariner Point Drive Clinton TN 37716
(Address) (City) (State) (Zip)
BILL TO ABOVE ☐
BILL TO OTHER ☒ Anderson County Office of Aging 100 North Main Street - Suite 214 TN 37716
(Name) (Address) (City) (State) (Zip Code)

CLEARVIEW SECURITY INC. (HEREINAFTER REFERRED TO AS "CLEARVIEW") agrees to install or cause to be installed and to service, without liability and not as an insurer, during the term of this Agreement, an alarm system as described on the Security System Quotation dated _____ which becomes part of this Agreement. This agreement applies to: (check appropriate categories)

All equipment is the personal property of: Clearview ☐ Client ☒
Special Instructions: *\$11,528.00 for Blue Jay (16) Channel NVR Camera System with (16) Cameras:
\$990.00 for (2) 12 TB Hard Drives: Clearview Warranties Equipment for One Year: Install 5/28/24-5/31/24

The undersigned agrees to pay CLEARVIEW, its agents or assigns the sum of:

INSTALLATION: \$ 12,518.00 \$ 0 \$ 12,518.00 (\$ 0) \$ 12,518.00
(Tax) (Total) (Down Payment) (Balance Upon Completion)
MONITORING: \$ 0 \$ 0 \$ 0 N/A
(Payable in Advance) (Tax) (Total) (Payment Mode)

SERVICE N/A

Per Bid #2424

MONTHLY MANAGEMENT REPORT: YES ☐ NO ☐ \$ _____ COMMUNICATION LINK: \$ _____

LIMITED WARRANTY

- Except as set forth herein, CLEARVIEW MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OF ANY OTHER WARRANTY. CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.
- In the event any part of the equipment installed shall become defective or inoperative under normal use within one (1) year from the date of the original invoice for this installation, and CLEARVIEW determines the equipment is defective or inoperative, CLEARVIEW shall replace or repair such defective part without charge to CLIENT. IN NO EVENT SHALL CLEARVIEW BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND CLEARVIEW SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.
- If CLIENT shall discover a defect in the products supplied under this Agreement, CLIENT shall immediately contact CLEARVIEW in writing or by telephone and fully describe the nature of the defect so that repair service may be rendered.
- CLEARVIEW shall not be liable for repair or replacement in the event of damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation by anyone other than CLEARVIEW and any other cause beyond the control of CLEARVIEW, including interruption of electrical or telephone service.
- CLIENT acknowledges that any affirmation of fact or promise made by CLEARVIEW shall not be deemed to create an express warranty, and that CLEARVIEW makes no representation or warranty, that the system or service supplied may not be compromised, circumvented, or that the system or services will in all cases provide the signaling, monitoring and response for which it was intended. CLIENT is not relying on CLEARVIEW'S skill or judgement in selecting or furnishing a system suitable for any particular purpose. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF CLEARVIEW SECURITY IN THE EVENT OF FAILURE OF APPROVAL, THE ONLY LIABILITY OF CLEARVIEW SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID UPON THE SIGNING OF THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT CLEARVIEW'S LIABILITY IS LIMITED AS SET FORTH HEREIN.

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THAT CLEARVIEW'S LIABILITY IS LIMITED AS SET FORTH HEREIN.

In certain states alarm agents are licensed and regulated. In this state the agency is THE TENNESSEE ALARM CONTRACTORS BOARD.

THE MONITORING/SERVICE CHARGE IS SUBJECT TO CHANGE AS SET FORTH IN PARAGRAPH 3, ON THE REVERSE SIDE. IN ADDITION, TOGETHER WITH THE FIRST PAYMENT, CLIENT SHALL PAY THE PRO RATA SHARE OF THE MONITORING/SERVICE CHARGE FOR THE MONTH IN WHICH MONITORING/SERVICE COMMENCED.

THIS AGREEMENT IS FOR A TERM OF THREE YEARS FROM THE DATE INSTALLATION IS COMPLETED.
IF THIS TRANSACTION IS WITH A RESIDENTIAL CLIENT, YOU MAY CANCEL IT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE DATE OF THIS AGREEMENT. WORK ON YOUR INSTALLATION WILL BEGIN APPROXIMATELY _____ AND SHALL BE SUBSTANTIALLY COMPLETED WITHIN APPROXIMATELY _____ WORKING DAYS AFTER COMMENCEMENT SUBJECT TO PERMISSIBLE DELAYS PURSUANT TO THIS AGREEMENT.
SUBJECT TO TERMS ON REVERSE, INCLUDING PARAGRAPH 12.

SIGNATURE X _____
(CLEARVIEW SECURITY REPRESENTATIVE)

SIGNATURE X _____
(CLIENT)

SIGNATURE X _____
(CLEARVIEW SECURITY MANAGEMENT APPROVAL)

TITLE _____

DATE _____

DATE _____

May 2024 Purchasing Committee

APPROVED AS TO LEGAL FORM

N. Jay Yeager
Anderson County Law Director

1. CLEARVIEW agrees to install or cause to be installed, in the premises of the CLIENT, alarm equipment and devices, and to provide a centrally monitored signaling system necessary to transmit signals from the premises of the CLIENT to CLEARVIEW's central monitoring station, in accordance with the attached Security System Quotation. Upon completion of installation CLEARVIEW will thoroughly instruct the CLIENT in the proper use of the Alarm System. CLEARVIEW will not be responsible to monitor any devices for alarm or supervisory conditions that are not electrically connected by CLEARVIEW into Clearview Security's signaling system.

2. *After the initial term of this Agreement shall automatically renew for additional terms of one (1) year unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal thereof. Upon termination of the Agreement for any reason, except for cancellation at the end of the initial term or any renewal term as provided for herein, all services by CLEARVIEW will terminate and in addition to any payments due for services rendered, the CLIENT shall be liable for liquidated damages for the breach of the contract, calculated at the rate of fifty percent of the amount due from the date of default to the end of the term of the Agreement. This provision for liquidated damages is agreed upon between the parties due to the inability of computing the actual costs of disconnecting and removing Clearview's equipment, and the loss of the value of the unexpired portion of the Agreement. In the event CLIENT fails to pay the amount of liquidated damages and/or the amount then due for services previously rendered, the CLIENT agrees to pay CLEARVIEW all costs of collection, including without limitation, reasonable attorneys' fees.*

3. CLEARVIEW shall have the right, at any time, to increase the charges provided herein, to reflect any additional taxes, fees or charges relating to the service provided under the terms of this Agreement, which may hereafter be imposed on CLEARVIEW by any utility or government agency and CLIENT agrees to pay same. So that CLEARVIEW may properly adjust its rates to meet changing costs, CLEARVIEW may, at any time after the expiration of one (1) year from the date of this Agreement, increase the annual monitoring/service charges upon giving the CLIENT notice in writing. In the event the increase exceeds more than 10% and CLIENT is unwilling to pay the increased charges, CLIENT may terminate this Agreement upon giving notice in writing to CLEARVIEW within thirty (30) days from the date of notice of the increase. CLIENT'S failure to notify CLEARVIEW within said thirty (30) days shall constitute CLIENT'S acceptance of the increase.

4. CLIENT shall be in default of this Agreement for: (a) failure to pay the installation charge, (b) failure to pay the monitoring/service charge when due, (c) willfully or negligently causing repeated false alarms, (d) failure to perform any other obligation under this Agreement. Upon CLIENT'S default, CLEARVIEW shall have the right to terminate this Agreement ten (10) days after written notice of default if after such notice CLIENT has not cured the default. Any cost incurred by CLEARVIEW as a result of a false alarm originating from CLIENT'S premises shall be promptly reimbursed to CLEARVIEW. In the event of any default of this Agreement by CLIENT, including a default for failure to pay monies due and owing to CLEARVIEW, CLIENT shall pay CLEARVIEW any and all damages or losses incurred by CLEARVIEW in connection with such default, including all cost and expenses incurred by CLEARVIEW in collecting any monies due and owing by CLIENT to CLEARVIEW hereunder, reasonable attorney's fees, costs, prejudgment interest, and any other reasonable and related expenses of collection.

5. CLEARVIEW agrees to monitor the system from the time CLIENT causes the system to be activated until CLIENT causes the system to be deactivated. Upon receipt of a signal indicating an unauthorized entry into CLIENT'S premises or an emergency, CLEARVIEW'S operator will use reasonable efforts to identify the signal and, when warranted, will transmit notice of said signal to the local authority having jurisdiction. If instructed to do so by CLIENT in writing, CLEARVIEW will also notify an agent designated in writing by CLIENT. CLIENT agrees to give CLEARVIEW a list of names of all persons who shall have the right to enter the premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter CLIENT'S premises during such periods.

6. **CENTRAL STATION ALARM:** If CLEARVIEW has installed a central station alarm, CLEARVIEW shall, without warranty, use reasonable efforts to do the following to the extent the service is selected by CLIENT.

- A. Upon receipt of a burglar alarm signal or access control door alarm signal, transmit the alarm to headquarters of the public police department.
- B. Upon receipt of a hold-up alarm signal, transmit the alarm to the public police department.
- C. Upon receipt of a manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to the public fire department.
- D. Upon receipt of an auxiliary, trouble, supervisory or other special signal, notify CLIENT or local authority as applicable.

CLEARVIEW shall use reasonable efforts to notify CLIENT'S designated representative, provided that CLIENT has designated in writing a person to be notified and has provided a telephone number. CLEARVIEW shall be deemed to have used reasonable efforts to notify CLIENT'S representative if CLEARVIEW has called telephone number supplied by CLIENT.

7. CLIENT hereby authorizes and empowers CLEARVIEW, its agents or assigns, to install the aforesaid system in the designated premises, and to service the system and to make any necessary inspections, tests and repairs as required. CLIENT understands that alternative or additional protection can be installed at CLIENT'S request and expense. CLIENT acknowledges that CLEARVIEW has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls or other concealed spaces, and it is CLIENT'S obligation to make CLEARVIEW aware of such conditions, failing which CLEARVIEW shall have no responsibility whatsoever for any damage that may be caused. The CLIENT agrees to furnish any necessary electric current through CLIENT'S meter and at CLIENT'S own expense. It is mutually agreed that the work of installation, repair or service by CLEARVIEW shall be performed between the hours of 8:00 o'clock a.m. and 5:00 o'clock p.m., exclusive of Saturdays, Sundays and holidays.

8. It is understood and agreed that upon termination CLEARVIEW may remove or abandon, in whole or in part, the system if owned by CLEARVIEW, without obligation to repair or redecorate any portion of the CLIENT'S premises. CLEARVIEW'S removal or abandonment shall not constitute a waiver of the right to collect any charges which may have been accrued or may be due hereunder. CLIENT shall maintain insurance adequate to cover the replacement cost of CLEARVIEW'S equipment in the custody and control of CLIENT.

9. This agreement may be cancelled, without previous notice, at the option of CLEARVIEW, in the event CLEARVIEW'S central station, connection link or the equipment within the CLIENT'S premises is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, and may likewise be cancelled at the option of the CLIENT in the event of such occurrences. CLIENT shall be liable for any delinquent payments for services previously rendered.

10. CLIENT agrees to perform system checks as instructed by CLEARVIEW in order to ascertain if the system is properly functioning. CLIENT acknowledges that CLEARVIEW'S obligation hereunder relates solely to the services set forth above and to the service of the specified alarm system and that CLEARVIEW is in no way obligated to insure the operation of the system or to maintain or service CLIENT'S property or the property of others to which CLEARVIEW'S system is connected. Repairs shall be performed as soon as reasonably possible after receipt of notice by CLEARVIEW. CLIENT is solely responsible for proper maintenance of any devices utilizing batteries; or any sprinkler system including provision of heat where necessary and acknowledges that CLEARVIEW has no responsibility for the operation or non-operation of its equipment unless the sprinkler system is at all times in sound working order.

11. CLEARVIEW assumes no liability for delays in installation or interruptions of service due to strikes, riots, floods, fires, act of God or any causes beyond the control of CLEARVIEW, including interruption of alarm transmission, and will not be required to supply service to the CLIENT while such cause continues. CLIENT understands that alarm signals may be transmitted by telephone, cable, radio, internet or microwave, which are outside the control of CLEARVIEW, and CLEARVIEW shall have no responsibility for any failure in transmission of alarm signals by any of these means. CLIENT agrees to immediately notify CLEARVIEW of any malfunctions of the communication link used by this equipment.

12. LIMITATIONS OF DAMAGES:

A. It is understood and agreed by the parties hereto that CLEARVIEW is not an insurer and that insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT, at CLIENT'S sole expense; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to this value of CLIENT'S property or the property of others located on CLIENT'S premises; that CLEARVIEW makes no guarantee, representation or warranty including any implied warranty of merchantability or fitness for particular purpose that the system or service supplied will avert or prevent occurrences or the consequences therefrom which the system or service is intended to detect or avert.

B. CLIENT acknowledges it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of CLEARVIEW'S obligations or a failure or malfunction in the system to properly operate because of, among other things: the uncertain amount or value of CLIENT'S property or the property of others which may be lost or damaged; the uncertainty of the response time of the police or other authority; the inability to ascertain what portion, if any, of any loss would be proximately caused by CLEARVIEW'S failure to perform any of its obligations or failure of its equipment to properly operate; or the nature of the services to be performed by CLEARVIEW.

C. CLIENT UNDERSTANDS AND AGREES THAT IF CLEARVIEW SHOULD BE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE FROM A FAILURE TO PERFORM ANY OF ITS OBLIGATIONS OR A FAILURE OF THE EQUIPMENT TO PROPERLY OPERATE, CLEARVIEW'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF ONE-HALF YEAR'S MONITORING PAYMENTS, OR FIVE HUNDRED DOLLARS (\$500) WHICHEVER IS THE LESSER, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE AND SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM PERFORMANCE OR NON-PERFORMANCE OF ANY OF CLEARVIEW'S OBLIGATIONS OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF CLEARVIEW, ITS EMPLOYEES OR AGENTS.

D. In the event that the CLIENT wishes CLEARVIEW to assume greater liability, CLIENT may, as a matter of right, obtain from CLEARVIEW a higher limit by paying an additional amount to CLEARVIEW, and a rider shall be attached hereto setting forth such higher limit and additional amount, but the additional obligation shall in no way be interpreted to hold CLEARVIEW as an insurer.

E. When CLIENT in the ordinary course of business has the property of others in its custody, or the alarm system extends to protect the persons or property of others, CLIENT agrees to and shall indemnify, defend and hold harmless CLEARVIEW, its employees and agents for and against all claims brought by owners of said property arising out of the CLEARVIEW service under this Agreement. This provision shall apply to all claims regardless of cause including CLEARVIEW'S performance or failure to perform and including defects in products, design, installation, service, operation or non-operation of the system whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of CLEARVIEW, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of CLEARVIEW while on CLIENT'S premises.

F. CLIENT acknowledges that the system installed is as requested and is suitable to his purpose, and unless defects or omissions are called to CLEARVIEW'S attention, in writing, within five (5) days after completion of installation, CLIENT accepts the system as is.

13. All claims, actions or proceedings, legal or equitable, against CLEARVIEW must be commenced in court within one (1) year after the cause of action has occurred or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of this paragraph.

14. CLIENT acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third-party indemnification, inure to the benefit of and are applicable to any subcontractors engaged by CLEARVIEW to provide monitoring, maintenance, installation or service of the alarm system provided herein. CLIENT hereby waives his right of recovery against CLEARVIEW for any loss covered by insurance on the premises or its contents to the extent permitted by any policy or by law.

15. If there is any conflict between this Agreement and CLIENT'S purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement is not assignable by CLIENT except upon advance written consent of CLEARVIEW.

16. It is mutually understood and agreed that any representation, promise, advertising or other statement, condition, inducement or warranty, express or implied, whether written or verbal, not included in writing in this Agreement shall not be binding upon any party and that the Agreement may not be altered, modified or otherwise changed at any time except with the written consent of each of the parties hereto, and in the form of an addendum to this Agreement. If any of the terms or conditions of this Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.

Rev 1/2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SouthPoint Risk 9050 Executive Park Dr Suite C100 Knoxville TN 37923		CONTACT NAME: Cassio Byram PHONE (A/C, No, Ext): (865) 584-1115 FAX (A/C, No): E-MAIL ADDRESS: cbyram@southpointrisk.com	
INSURED Clearview Securtes, Inc DBA Sonitrol Security Systems of Knoxville. P O Box 3444 Knoxville TN 37927		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Insurance NAIC # 15350 INSURER B: Selective Insurance Group Inc 12345 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL23122797465

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		A548027	12/30/2023	12/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 CNTEO \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		S2489775	12/30/2023	12/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC9073742	12/30/2023	12/30/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Clearview Security Inc and Sonitrol of Knoxville LLC PO Box 3444 Knoxville TN 37927	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>E. Mas Spaleny</i>
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**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.

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Appearance of Citizens**
- 4. Contracts Approved by Law Director**
 - A. Canon, Detention Facility, Contract #24-0127** – Five-year copier lease. Cost is \$41.83 per month plus copy charges. Replacing obsolete copier that cost \$41.55 per month.
 - B. State of Tennessee, Department of Environment and Conservation, Mayor, Contract #24-0134** – Fifty-month Oak Ridge Reservation Communities Alliance Grant for a total of \$381,587.
- 5. Contracts Pending Law Director Approval**
- 6. 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 Express	EMS	Working, starts with a boost	\$1500
2009 GMC 3500 Savana	EMS	Inoperable, parts only	\$500
2006 Chevy Silverado	EMS	Working, starts with a boost	\$1000

- 7. New Business**



State of Tennessee Contract Quote Sheet
Issued Under:
SWC 400 Multifunction Devices
Contract #: 62117

24-0127

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: BD-048 Date: 4/12/2024

BILL TO: ("Customer")
Customer Name: TN Anderson County
Dept: Detention Facility
Contact: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

SHIP TO: (if different)
Customer Name: _____
Dept: _____
Contact: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

Auto Toner Contact (if different from above):
Name: _____ Phone: _____ Email: _____

CSA to Pick Up Current Copier if Completed:
Make: _____ Model: _____ Serial #: _____

Black & White Group II - Canon iRADVDX4935I (35 CPM)

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	Canon iRADVDX4935I MONTHLY RENTAL		5971C002
	Cost Per Copy Charges apply		
	Equipment Maintenance cost per copy/print includes toner and staples:		
	B/W CPC: \$ 0.0044		
	ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):		
	HIGH CAPACITY CASSETTE FEEDING UNIT-E1		5555C002
	INNER 2/3 HOLE PUNCHER-D1		4002C002
	UTILITY TRAY-B1		0165C001
	STAPLE FINISHER-AE1		4921C001
	BOOKLET FINISHER-AE1		4922C001
	CASSETTE FEEDING UNIT-AW1		4917C002
	INNER 2WAY TRAY-M1		4034C001
1	INNER FINISHER-L1		4000C002
1	CABINET TYPE-W		5634C001
	2/3 HOLE PUNCHER UNIT-A1		0126C001
1	DADF-BA1		3813C001
	MICARDPLUS C14 CGS		3575BA71
	TRACKING SOFTWARE		3575B436
1	SUPER G3 FAX BOARD-BH1		4919C001
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: \$41.83


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

Send Signed Purchase Order or Email Acknowledgement to:
Canon Solutions America, Inc.
Attn.
402 BNA Drive, Ste. 360
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

APPROVED AS TO LEGAL FORM
N. Jay Yeager
Anderson County Law Director

Term: 60 months after installation

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)																																															
Begin Date 4/15/2024		End Date 6/30/2028		Agency Tracking # 32701-05438																																											
Edison ID TBD																																															
Grantee Legal Entity Name Anderson County Government				Edison Vendor ID 0000004145																																											
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number CFDA # 81.214 and 81.092 Grantee's fiscal year end June 30																																													
Service Caption (one line only) Oak Ridge Reservation Community Alliance: Tennessee Oversight Interlocal Agreement																																															
Funding — <table border="1"> <thead> <tr> <th>FY</th> <th>State</th> <th>Federal</th> <th>Interdepartmental</th> <th>Other</th> <th>TOTAL Grant Contract Amount</th> </tr> </thead> <tbody> <tr> <td>2024</td> <td></td> <td>\$39,667</td> <td></td> <td></td> <td>\$39,667</td> </tr> <tr> <td>2025</td> <td></td> <td>\$81,774</td> <td></td> <td></td> <td>\$81,774</td> </tr> <tr> <td>2026</td> <td></td> <td>\$84,165</td> <td></td> <td></td> <td>\$84,165</td> </tr> <tr> <td>2027</td> <td></td> <td>\$86,690</td> <td></td> <td></td> <td>\$86,690</td> </tr> <tr> <td>2028</td> <td></td> <td>\$89,291</td> <td></td> <td></td> <td>\$89,291</td> </tr> <tr> <td>TOTAL:</td> <td></td> <td>\$381,587</td> <td></td> <td></td> <td>\$381,587</td> </tr> </tbody> </table>						FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount	2024		\$39,667			\$39,667	2025		\$81,774			\$81,774	2026		\$84,165			\$84,165	2027		\$86,690			\$86,690	2028		\$89,291			\$89,291	TOTAL:		\$381,587			\$381,587
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2028		\$89,291			\$89,291																																										
TOTAL:		\$381,587			\$381,587																																										
Grantee Selection Process Summary <input type="checkbox"/> Competitive Selection <input checked="" type="checkbox"/> Non-competitive Selection																																															
This grant is an approved sub-award of two federal grants. DE-SC0019507 Environmental Surveillance and Oversight Agreement (ESOA) allows for the state to provide funding for better local government and public understanding of issues involving the Oak Ridge Reservation. DE-EM0005291 The Federal Facility Agreement (FFA), when funded will result in an amendment to this contract to add additional funds.																																															
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. <i>Scott Grammer \ MKH</i>				CPO USE - GG																																											
Speed Chart (optional) 32736		Account Code (optional) 71302000																																													

**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 report shall 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 for activities 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. The TOIA.
 - d. DOE Special Terms and Conditions and Rules and Regulations (10 C.F.R. Part 600 and 2 C.F.R. Part 200) Electronic Code of Federal Regulations;
 - e. FFA; and
 - f. ESOA.
- A.12. Incorporation of Federal Award Identification Worksheet. 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. Term Extension. 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. 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:
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. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item 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. 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:

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@andersoncountyttn.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. **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. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal 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 **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 **State Furnished Property.** 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:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

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

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

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 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

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


N. Jay Yeager
Anderson County Law Director

ATTACHMENT A
Page 1

GRANT 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-I/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.

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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

ATTACHMENT A
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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		
	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.

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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

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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				
	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

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/general-services/procurement/central-procurement-office-cpo-library-.html>).

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

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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	2,000.00
Public Education / Outreach	15,891.00
TOTAL	17,891.00

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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.in.gov/generalservices/procurement/central-procurement-office-cpo-library.html>).

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

ATTACHMENT A
Page 8

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

ATTACHMENT A
Page 9

GRANT BUDGET				
FY24 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: April 15, 2024 END: June 30, 2024				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE 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	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	39,667.00	0.00	39,667.00

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/general-services/procurement/central-procurement-office-cpo-library.html>).

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

ATTACHMENT A
Page 10

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 Funding Accountability and Transparency Act (FFATA))	Grant DE-SC0019507 Environmental Monitoring, Clean-up, 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 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

Sheriff's Department _____ requests to surplus property as detailed below.
(Department)
 _____
Signature of Department Head/Elected Official Date 4/30/24

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	1FT7W2B80EEB09370	WORKING

Attach additional sheet(s) if necessary.

Starting Price: \$1,000

Property Disposition Method (check applicable box)

<input type="checkbox"/> Internet Auction Fund #: _____ Fund Description: DRUG FUND (Attach photos of item(s) to record)	<input type="checkbox"/> Purchasing Office Use Only Govdeals ID#: _____ Date: _____ Sale Amount: \$ _____ Date removed from Asset Listing: _____
<input type="checkbox"/> Transfer Property To: _____ (Department) Signature of Receiving Department Head/Elected Official _____ Date _____	
<input type="checkbox"/> Trade In Purchase Order Number of Trade in: _____	
<input type="checkbox"/> Stolen or Lost (Attach copy of Police Report)	
<input type="checkbox"/> Property Destroyed (Attach explanation)	

Received by Purchasing Office: _____
(Date)

Deputy Purchasing Agent Signature: _____


Vehicle Inspection Form

Inventory ID: ACSO-4343	Asset Number:	Fair Market Value:																	
Short Description: Year <u>2014</u> Make <u>FORD</u> Model <u>F-250 CREW CAB</u>																			
VIN: <table border="1" style="display: inline-table; text-align: center; width: 400px;"> <tr> <td>1</td><td>F</td><td>T</td><td>7</td><td>W</td><td>2</td><td>B</td><td>6</td><td>C</td><td>E</td><td>E</td><td>B</td><td>0</td><td>9</td><td>3</td><td>7</td><td>0</td> </tr> </table> Title Restriction: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N			1	F	T	7	W	2	B	6	C	E	E	B	0	9	3	7	0
1	F	T	7	W	2	B	6	C	E	E	B	0	9	3	7	0			
Odometer: <table border="1" style="display: inline-table; text-align: center; width: 150px;"> <tr> <td>1</td><td>2</td><td>8</td><td>9</td><td>0</td><td>9</td> </tr> </table> <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers Odometer Accurate <input type="checkbox"/> Y <input type="checkbox"/> N: _____			1	2	8	9	0	9											
1	2	8	9	0	9														
Long Description: This Vehicle: <input checked="" type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input checked="" type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine- Type: <u>6.2 L. V⁸</u> <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input checked="" type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: <u>HAS EXHAUST LEAK WHEN COLD</u> This vehicle was maintained every <u>5000</u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input type="checkbox"/> Miles Date Removed From Service: <u>4/1/24</u> Maintenance Records: <input type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection Transmission: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual <u> </u> Speed Condition: <input checked="" type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ Drivetrain: <input type="checkbox"/> 2 Wheel Drive <input checked="" type="checkbox"/> 4 Wheel Drive Condition: <u>OPERABLE</u>																			
Exterior: Color: <u>GRAY</u> Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked _____ Minor: <input checked="" type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings Tire Condition: _____ Tread: _____ #Flat _____ Hubcaps # _____ Major Damage to: _____ Additional Damage: <u>MINOR RUNNING BOARD HAS A PICE THAT IS BROKEN OFF</u> Decals: <input checked="" type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input type="checkbox"/> Have been Removed & <input type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input checked="" type="checkbox"/> None <input checked="" type="checkbox"/> Has been removed & <input checked="" type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes																			
Interior: Color <u>GRAY</u> <input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: <u>SMALL TEAR IN DRIVERS SEAT</u> Damage to Dash/Floor: _____ Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input checked="" type="checkbox"/> AC (Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input checked="" type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input type="checkbox"/> Seats																			
Additional Equipment: <u>CAMPER TOP</u> Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____																			
Location of Asset: <u>308 PUBLIC SAFETY LANE CLINTON TN 37716</u> 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.																			

**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

Sheriff's Department requests to surplus property as detailed below.
(Department)

 4/30/24
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	OPERABLE

Attach additional sheet(s) if necessary.

Starting Price: \$200.00

Property Disposition Method (check applicable box)

Internet Auction Fund #: _____ Fund Description: _____ (Attach photos of item(s) to record)	Purchasing Office-Use Only Govdeals ID#: _____ Date: _____ Sale Amount: \$ _____ Date removed from Asset Listing: _____
	Transfer Property To: _____ (Department) Signature of Receiving Department Head/Elected Official _____ Date _____
Trade In Purchase Order Number of Trade in: _____	
Stolen or Lost (Attach copy of Police Report)	
Property Destroyed (Attach explanation)	

Received by Purchasing Office: _____
(Date)

Deputy Purchasing Agent Signature: _____

Vehicle Inspection Form

Inventory ID:	Asset Number:	Fair Market Value:																	
Short Description: Year <u>2006</u> Make <u>FORD</u> Model <u>CROWN VICTORIA</u>																			
VIN: <table border="1" style="display: inline-table; text-align: center; width: 200px;"> <tr> <td>2</td><td>F</td><td>A</td><td>H</td><td>P</td><td>7</td><td>1</td><td>W</td><td>8</td><td>6</td><td>X</td><td>1</td><td>5</td><td>4</td><td>7</td><td>8</td><td>7</td> </tr> </table> Title Restriction: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N			2	F	A	H	P	7	1	W	8	6	X	1	5	4	7	8	7
2	F	A	H	P	7	1	W	8	6	X	1	5	4	7	8	7			
Odometer: <table border="1" style="display: inline-table; text-align: center; width: 100px;"> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table> <input type="checkbox"/> Miles <input type="checkbox"/> Kilometers Odometer Accurate <input type="checkbox"/> Y <input checked="" type="checkbox"/> N: <u>UNKNOWN</u>																			
Long Description: This Vehicle: <input type="checkbox"/> Starts <input checked="" type="checkbox"/> Starts with a Boost & <input checked="" type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine- Type: <u>4.8 L, V⁸</u> <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input checked="" type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: _____ This vehicle was maintained every _____ <input type="checkbox"/> Days <input type="checkbox"/> Hours <input type="checkbox"/> Miles Date Removed From Service: <u>UNKNOWN</u> Maintenance Records: <input type="checkbox"/> Available <input checked="" type="checkbox"/> Not Available For Inspection Transmission: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual Speed Condition: <input type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ Drivetrain: <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive Condition: _____ Exterior: Color: <u>WHITE</u> Windows: <input type="checkbox"/> No Cracked Glass <input checked="" type="checkbox"/> Cracked <u>WINDSHIELD</u> Minor: <input type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings Tire Condition: _____ Tread: _____ #Flat _____ Hubcaps # <u>4</u> Major Damage to: <u>PAINT PEELING IN MULTIPLE PLACES</u> Additional Damage: <u>ODOMETER DOES NOT WORK</u> Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input checked="" type="checkbox"/> Have been Removed & <input checked="" type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input type="checkbox"/> None <input checked="" type="checkbox"/> Has been removed & <input checked="" type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes Interior: Color <u>GREY</u> <input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: _____ Damage to Dash/Floor: _____ Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input type="checkbox"/> AM/FM <input checked="" type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input type="checkbox"/> AC (Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input checked="" type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input type="checkbox"/> Seats Additional Equipment: _____ Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____																			
Location of Asset: <u>308 PUBLIC SAFETY LANE CLINTON TN 37716</u> 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.																			

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

EMS

(Department)

requests to surplus property as detailed below.

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)
6492-GB	2006 Chevy 1500 Ems HQ	1GCEK1983 6Z119580	Working
GY-6412	1G0JG316791138173	09-GMC-3500	inoperable
8469-GA	2010 GMC - 3500 Express	1GB6G286 3A1131989	Working

Attach additional sheet(s) if necessary

Property Disposition Method (check applicable box)

Internet Auction Fund #: _____ Fund Description: _____ (Attach photos of item(s) to record)	Purchasing Office Use Only Govdeals ID#: _____ Date: _____ Sale Amount: \$ _____ Date removed from Asset Listing: _____
Transfer Property To: _____ (Department) Signature of Receiving Department Head/Elected Official _____ Date _____	
Trade In Purchase Order Number of Trade in: _____	
Stolen or Lost (Attach copy of Police Report)	
Property Destroyed (Attach explanation)	

Received by Purchasing Office: _____
(Date)

Deputy Purchasing Agent Signature: _____
Property Disposition & Surplus Record

Rev 1/29/2018

May 2024 Purchasing Committee

\$1500

Vehicle Inspection Form

Inventory ID:

Asset Number:

Fair Market Value:

Short Description:

Year 2010

Make GMC

Model 3500 Express

VIN:

1GBG6G2B63A1131989

Title Restriction: ☐ Y ☒ N

Odometer:

303907

☒ Miles

☐ Kilometers

Odometer Accurate ☒ Y ☐ 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 ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☐ Runs ☒ Needs repair ☐ Is in unknown condition

Repairs needed: The Engine Go's into Low Power Mode - to clean exhaust filter

This vehicle was maintained every 3-5000 ☐ Days ☐ Hours ☒ Miles

Date Removed From Service: 4-20-24 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

Minor: ☒ Dents ☒ Scratches ☒ Dings

Tire Condition: Good Tread: Good #Flat: 0 Hubcaps # 0

Major Damage to: None Noted

Additional Damage:

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: Gray ☐ Cloth ☒ Vinyl ☐ Leather

Damage to Seats: Some small tears normal for age of V.C.

Damage to Dash/Floor: Normal wear

Radio: ☒ Stock or ☐ Brand & Model: AM/FM ☐ 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: ☒ Steering ☒ Windows ☒ Door Locks ☐ Seats

Additional Equipment: Amb. Package

Manufacturer Custom Trucks Model TYPE 44 Serial # 0011088462386

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand ☐ Hitch: Type

Location of Asset: 314 Public Safety Ln Clinton TN 37716

For more information contact: Bryan Schroeder 865-457-8609

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

\$500

Vehicle Inspection Form

Tag - GY - 6412

Inventory ID:

Asset Number:

Fair Market Value:

Short Description:

Year 2009

Make GMC

Model 3500 Savana

VIN: 1G0J6316791138173

Title Restriction: ☐ Y ☒ N

Odometer: 410870

☒ Miles

☐ Kilometers

Odometer Accurate ☒ Y ☐ 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 ☐ Propane Natural Gas ☐ Gas Electric Hybrid

Engine Condition: ☐ Runs ☒ Needs repair ☐ is in unknown condition

Repairs needed: Fuel system Bad

This vehicle was maintained every 3-5000 ☐ Days ☐ Hours ☒ Miles

Date Removed From Service: 11-23 Maintenance Records: ☒ Available ☐ Not Available For Inspection

Transmission: ☒ Automatic ☐ Manual Speed Condition: ☒ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: Engine is apart Due to Fuel system Bad.

Drivetrain: ☒ 2 Wheel Drive ☐ 4 Wheel Drive Condition:

Exterior: Color White

Windows: ☒ No Cracked Glass ☐ Cracked

Minor: ☒ Dents ☒ Scratches ☒ Dings

Tire Condition: Good

Tread: #Flat Hubcaps #

Major Damage to:

Additional Damage:

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 Gray ☐ Cloth ☒ Vinyl ☐ Leather

Damage to Seats: tears sm in both front seats

Damage to Dash/Floor: minor normal for yr

Radio: ☐ Stock or ☐ Brand & Model: Ø ☐ 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: ☒ Steering ☒ Windows ☒ Door Locks ☐ Seats

Additional Equipment: Anti Package.

Manufacturer Taylor made Model TYPE III Serial #

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand ☐ Hitch: Type

Location of Asset: 314 Public Safety LN Clinton TN 37216

For more information contact: Bryan Schaefer 865-457-8609

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

Vehicle Inspection Form

Inventory ID: _____	Asset Number: _____	Fair Market Value: _____
Short Description: Year <u>2006</u> Make <u>Chevy Silverado</u> Model <u>K1500</u>		
VIN: 1 G C E K 1 9 B 3 6 Z 1 1 9 5 8 0		
Odometer: 1 6 0 4 8 9 <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers Odometer Accurate <input checked="" type="checkbox"/> Y <input type="checkbox"/> N: _____		
Long Description: This Vehicle: <input type="checkbox"/> Starts <input checked="" type="checkbox"/> Starts with a Boost & <input type="checkbox"/> Runs/Driveable <input checked="" type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine- Type: _____ L. V _____ <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas Electric Hybrid Engine Condition: <input type="checkbox"/> Runs <input checked="" type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: <u>Oil + Coolant Leak - Front Brakes + Calibers are locked up.</u> This vehicle was maintained every <u>As Needed</u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input type="checkbox"/> Miles Date Removed From Service: <u>3-2-24</u> Maintenance Records: <input checked="" type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection Transmission: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual _____ Speed Condition: <input type="checkbox"/> Operable <input checked="" type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: <u>Shifts Hard</u> Drivetrain: <input type="checkbox"/> 2 Wheel Drive <input checked="" type="checkbox"/> 4 Wheel Drive Condition: <u>Working</u>		
Exterior: Color: <u>Black</u> Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked _____ Minor: <input checked="" type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings Tire Condition: <u>Good</u> Tread: _____ #Flat _____ Hubcaps # _____ Major Damage to: _____ Additional Damage: <u>The inside carpet stays damp and smells.</u> Decals: <input checked="" type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input checked="" type="checkbox"/> Have been Removed & <input checked="" type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input checked="" type="checkbox"/> None <input checked="" type="checkbox"/> Has been removed & <input checked="" type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes		
Interior: Color: <u>Beige</u> <input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: <u>Normal wear for age of vic.</u> Damage to Dash/Floor: <u>Some Holes due to Emergency Equip. Removed</u> Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input checked="" type="checkbox"/> AM FM CD <input checked="" type="checkbox"/> AC (Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC Air Bags: <input type="checkbox"/> Driver's Side <input type="checkbox"/> Dual <input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input checked="" type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input checked="" type="checkbox"/> Seats		
Additional Equipment: _____ Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____		
Location of Asset: <u>314 Public Safety LN, Clinton TN 37716</u> For more information contact: <u>Bryan Schroeder 865-806-4090</u> Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.		

**OFFICE OF THE COUNTY LAW DIRECTOR
ANDERSON COUNTY, TENNESSEE**

101 South Main Street, Suite 310
CLINTON, TENNESSEE 37716

N. JAY YEAGER
Law Director

TELEPHONE: (865) 457-6290
FACSIMILE: (865) 457-3775
Email: jyeager@aclawdirector.com

May 13, 2024

The Honorable Terry Frank
100 N. Main St.
Clinton, TN 37716

RECEIVED
MAY 13 2024
COUNTY MAYOR'S OFFICE

RE: State of TN Domestic Violence Court Grant – Amendment

Dear Terry:

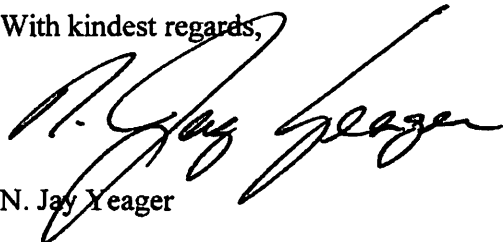
Pursuant to your request, I have reviewed the contract between Anderson County and above-referenced contractor for legal form. After review, I am satisfied this document meets or exceeds all requirements for contract formation under Tennessee law. Therefore, I have approved this contract as to legal form.

In addition, since this contract extends beyond the current fiscal year, it will require Commission approval.

This approval is to legal form only. I assume, since you submitted this contract to my office for approval that you have read this agreement, and the terms and conditions set forth are desirable to you and the department involved. I have not been involved in the negotiations of this contract; however, if you would like additional guidance and advice regarding a specific provision of the contract, please feel free to contact me. Furthermore, for the purpose of the approval process, it is assumed that this contract has been properly bid, if required, and budgeted according to state law.

Please call, if you have additional questions or concerns.

With kindest regards,



N. Jay Yeager

Enclosure: 13 pages



Finance &
Administration

May 10, 2024

Terry Frank, County Mayor
Anderson County Government
100 N. Main Street
Clinton, TN 377163683

Dear The Honorable Terry Frank:

Enclosed is amendment to Contract 51638. As the authorized official for your agency, you or the identified designee, must sign and date the documents in the appropriate places. If the designee is signing, OCJP must have designee authorization on file and the designee must sign the Authorized Official's name with designee's initials following the signature. An image of the signed contract is unacceptable. All signed contracts must be submitted electronically. Return the contract to the enclosed address by **Monday, June 3, 2024**. Please contact your program manager (see below) with any concerns or questions.

After the State of Tennessee has approved the Contract, a fully executed copy will be returned to your agency.

Additional Requirement: 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") form (accessible through the Edison Supplier portal).

Your Program Manager is Meribeth Howell. For questions or assistance regarding this contract, please contact Meribeth Howell, at (615) 741-4417, or email Meribeth.Howell@tn.gov.

We look forward to our continued partnership with you.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Brinkman".

Jennifer Brinkman
Director

cc: Melissa Miller, Anderson County Government
File



GRANT AMENDMENT

Agency Tracking # NA	Edison ID 51638	Contract # 51638	Amendment # 1		
Contractor Legal Entity Name Anderson County Government			Edison Vendor ID 4143		
Amendment Purpose & Effect(s) Revises Contract Scope, Revises Clauses					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 6/30/2026			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
FY24		\$67,000.00			\$67,000.00
FY25		\$67,000.00			\$67,000.00
FY26		\$67,000.00			\$67,000.00
TOTAL:		\$201,000.00			\$201,000.00
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.			OCR USE		
Speed Chart FA00003428	Account Code County - 71301000				

**AMENDMENT ONE
OF GRANT CONTRACT 51638**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" and Anderson County Government, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.7. is deleted in its entirety and replaced with the following:
 - C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.
 - a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - c. 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.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. 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.
2. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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).

Amendment Effective Date. The revisions set forth herein shall be effective 6/15/2024. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ANDERSON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

Terry Frank, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JIM BRYSON, COMMISSIONER

DATE

APPROVED AS TO LEGAL FORM


N. Jay Yeager
Anderson County Law Director

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE STOP
 OCJP JAG Priority Area

Required Information on Authorizing Agency: Name: Anderson County Government Federal ID Number (FEIN): 62-6000477 DUNS Number: 074901612 SAM Expiration Date: 11/6/2024 Fiscal Year End Date: June 30		Implementing Agency: Name: Anderson County Government Address: 301 Broadway Ave Oak Ridge, TN 37830-5440	
Will You Have Any Subcontracts? No			
Project Title: DV Court			
AUTHORIZED OFFICIAL - Contact Information			
(Name, Title, and Complete Mailing Address) Terry Frank, County Mayor 100 N. Main Street Clinton, 37716-3683		Phone Number: (865) 457-6200 EXT:	E-Mail Address: tfrank@andersontn.org
PROJECT DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) Melissa Miller, Executive Director 301 Broadway Ave Oak Ridge, 37830-5440		Phone Number: (865) 298-3129 EXT:	E-Mail Address: mlmiller@fjcanderson.org
FINANCIAL DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) John Prince, Grant Coordinator 100 N. Main Street Ste 210 Clinton, 37716-3683		Phone Number: (865) 457-6202 EXT:	E-Mail Address: jprince@andersoncountyttn.gov
County/Counties Served (Type ALL if Statewide): Anderson			
U.S. Congressional District(s): 3			

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(PAGE 1)

Scope of Services/Project Narrative Domestic Violence Court Grant

PROJECT TITLE: Domestic Violence Court

PROBLEMS FOR INTERVENTION AND NEEDS TO BE IMPROVED

Problem Description – What is the nature and magnitude of the problem(s) to be solved by the proposed funding? This should be based on your agency's own data and/or other relevant sources and describe in detail the most pressing problems in your service/impact area. The problem statement should also identify the needs of the community based on relevant and timely data. This should be light on demographics and geography.

Anderson County, situated in East Tennessee and encompassing a 345 square mile region, has a mix of rural and urban areas and a population of 77,576 residents. 78.8% of which are 18 and older, 21.2% are over the age of 65, and 51% are female. The racial composition is 91.6% white, 4% black or African American, 1.4% Asian, and 3.5% Hispanic or Latino.

Domestic violence in Anderson County has been a problem for many years, but the county has shown a coordinated effort in combating it through a variety of means. However, we still see that coordination could be improved and a greater number of victims can be better served through the creation of a DV Court. Currently, all domestic violence cases are being heard in Sessions I and Sessions II Courts. This means that victims are forced to testify about the abuse they have suffered not only in front of their abuser but also in front of a courtroom full of individuals who are in court for reasons other than domestic violence. Domestic Violence courts are specialized in addressing the complex issues presented in domestic violence cases and recognize that victim safety is just as important as offender accountability. Since most domestic violence victims have a deep fear of the court process - these cases are deeply personal, and we find that many victims do not want to appear in court due to concerns about their privacy. Sharing such deeply personal experiences in front of large groups of people is intimidating and overwhelming. By having a dedicated docket day for domestic cases, victims would be less fearful and more likely to follow through with cases resulting in higher prosecution rates, increased offender accountability, and more safety for victims.

In fact, according to the Domestic Violence Docket Process and Recidivism Report published in 2015 on behalf of the State of Maine Judicial Branch "interviewees consistently stated the best thing about the domestic violence docket was having all the players in one room because it ensured everyone—including the offender—was on the same page. This was identified as the number one factor in increasing accountability for domestic violence offenders over those who were not required to participate in a domestic violence docket. Interviewees also stated a need for more training, not only specific to domestic violence dockets but on domestic violence in general, particularly for those who do not receive such training as part of their professional requirements."

This would also ease the burden placed on the Domestic Violence Prosecutor who is currently required to be in a General Sessions courtroom four days a week working domestic cases. Having a dedicated number of days specifically for domestic cases would allow her more time to work with her support team: the victim-witness coordinator, the FJC staff, and their partner agencies, and to form a more meaningful relationship with victims of domestic crimes which will

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APPLICATION FOR FUNDING
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(PAGE 2)

enhance the likelihood of them being willing to come to court and testify against their perpetrator. Since the funding of a domestic violence prosecutor, she has worked over 628 cases. The victim-witness coordinator has also worked with 319 cooperative victims. The number of cooperative victims could increase if they had greater access to the prosecutor, who would have more time to work with them, should she be in court fewer days each week.

The Anderson County Family Justice Center (ACFJC), which opened in July of 2021, has reported a marked increase in the number of victims they have served. In their first year open and operational they served 187 clients. They are currently on track to serve nearly double that number, serving 168 in the first half of this fiscal year. ACFJC staff alone helped with 48 ex-parte order of protection requests (this does not include the YWCA ex-parte numbers) in FY21-22 and have assisted in 23 in the last three months of the new fiscal year (again does not include the YWCA's assistance on site).

Having dedicated court dates for domestic cases would also be highly beneficial for victims as it would make it a lot easier for support staff who work with victims to always be in court surrounding the survivor with support in the courtroom and out. For example, the victim-witness coordinator, an advocate from an advocacy program like the YWCA, and FJC staff could be available to share/provide resources for victims in the courtroom. The Bureau of Justice has identified the coordinated approach of surrounding a victim with services as the best way to keep victims from returning to violence, while also increasing the likelihood of prosecution, as the victim feels heard and supported. This helps achieve that goal in coordination with the ACJFC, while not being in the ACFJC building.

It is also well-known that interventions for offenders are limited in Anderson County. Through probation, perpetrators can sometimes be ordered to participate in anger management classes, but these are not shown to have meaningful results. We do have many victims who request a perpetrator be required to attend a Batterer's Intervention Program (BIP). Many maintain the hope that with education, change is possible. The only program available is in Knoxville and, due to transportation or financial barriers, a trip to Knoxville consistently is not feasible. It would be beneficial to study the outcomes of BIP and investigate the possibility of getting a program started in Anderson County to assist these families seeking additional support.

Therefore, the purpose of this grant is to continue providing an individual, DV Court Coordinator to assist the court with probation and BIP concerns relating to offender accountability and increasing victim safety.

PURPOSE

- | | |
|----------------|--|
| Goal 1: | Increase offender accountability. |
| Objective 1.1: | Mandate defendants/respondents to attend a Certified Batterer's Intervention Program when ordered by the court. |
| Objective 1.2: | Impose swift penalties for noncompliance. |
| Objective 1.3: | Mandate defendants/respondents to complete mental health and/or alcohol and drug assessments and follow any recommendations. |

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(PAGE 3)

- Goal 2:** Enhance safety for victims and their children by strengthening support systems.
- Objective 2.1:** Connect victims to advocacy services within the community.
- Objective 2.2:** Increase victims' satisfaction with the court process.
- Objective 2.3:** Increase the number of firearm declaration forms completed by defendants/respondents.

ACTIVITIES

- Objective 1.1:** Mandate defendants/respondents to attend a Certified Batterer's Intervention Program when ordered by the court.

Activities: The Anderson County DV Court Coordinator will provide each defendant/respondent whom the court orders to attend a BIP with the appropriate BIP registration information. The DV Court Coordinator will also track those who are ordered to attend and follow up with the BIP Program.

- Objective 1.2:** Impose swift penalties for noncompliance.

Activities: The DV Court Coordinator will work to develop a compliance review docket. At each compliance docket, the judge monitors each defendant/respondent for compliance with orders to BIP and any other orders to comply with supervised and unsupervised probation.

- Objective 1.3:** Mandate defendants/respondents to complete mental health and/or alcohol and drug assessments when necessary and follow any recommendations.

Activities: The Anderson County DV Court Coordinator will notify the service provider(s) of the court-ordered mental health and/or alcohol and drug assessment(s) and provide defendants/respondents with instructions and intake appointments. The DV Court Coordinator will track for compliance with assessment(s) and verify the completion of any requirements.

- Objective 2.1:** Connect victims to advocacy services.

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
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Activities: The Anderson County DV Court Coordinator will connect all victims of domestic violence in need of services to the Anderson County Family Justice Center for orders of protection and other service provides.

Objective 2.2: Increase victims' satisfaction with the court process.

Activities: The Anderson County DV Court Coordinator will handle all domestic violence cases within the Anderson County General Sessions Court, including civil and criminal actions. The DV Court Coordinator will communicate with FJC and DV service providers to inquire as to the needs and wishes of victims regarding the court process.

Objective 2.3: Increase the number of firearms declarations forms completed by defendants/respondents.

Activities: The Anderson County DV Court Coordinator will provide firearms declaration forms and completion instructions to defendants/respondents. The DVCC will then examine and verify the completed form is filed within the 48-hour requirement by law.

IMPLEMENTATION TIMELINE FOR ACCOMPLISHING KEY GRANT ACTIVITIES

Activity/ Output	Position of Person Completing	Due Date for Completion
Develop a 2024-2025 and 2025-2026 DV Court Calendar	DV Court Coordinator	July 19, 2024 July 19, 2025
Develop a DV Court Core Team Calendar	DV Court Coordinator	July 19, 2024 July 19, 2025 (monthly meetings)
Develop a DV Court Stakeholder Calendar	DV Court Coordinator	July 19, 2024 July 19, 2025 (Quarterly meetings)
Begin coordinating with Anderson County Chancery Court, implementing DV Court procedures	DV Court Coordinator	Ongoing
Maintain contact with BIP Facilitators regarding referrals and compliance	DV Court Coordinator	Ongoing
Maintain contact with Probation Department regarding compliance	DV Court Coordinator	Ongoing
Continue contact with service providers regarding completion	DV Court Coordinator	Ongoing

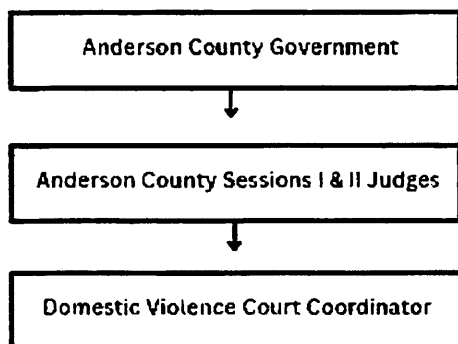
ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(PAGE 5)

of assessment(s) and recommendations		
Develop and maintain the DV Court Docket	DV Court Coordinator	Ongoing
Process and handle all domestic violence case paperwork	DV Court Coordinator	Ongoing
Attend CCR	DV Court Coordinator	Monthly when available
Maintain secure Excel spreadsheet accessible only to DV Court	DV Court Coordinator	Ongoing
Complete STOP Grant Reports	DV Court Coordinator	July 19, 2024 July 19, 2025

INPUTS

In order to make this project successful, we must have funding for the Domestic Violence Court Coordinator along with the funds to cover their needs (supplies) to complete their job requirements, travel and training funds for that position and core team, the support of county government and core team members.

ORGANIZATIONAL CHART



Anderson County Courts, Sessions I & II Domestic Violence Court Coordinator Job Description

Job Title: Domestic Violence Court Coordinator

Immediate Supervisor: Judge Bowling & Judge Tuck

Position Summary

This position has been designed to maintain the DV Court docket, civil compliance, and criminal docket in relation to domestic violence cases. The DV Court Coordinator is responsible for the reporting associated with this position and is under the supervision of Anderson County General

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Sessions Judges Bowling and Tuck. Duties include, but are not limited to: convening meetings of the Domestic Violence Court Core Team and Stakeholders; drafting and revising DVC policies and procedures; completing grant goals and objectives according to proposed timelines; implementing innovative court programs related to improving the response to domestic violence; ensuring compliance with all grant requirements; compiling statistics and preparing all grant reports; coordinating services with local agencies and partners; revised orders, and special bail conditions to dispatch for entry; continue working toward the implementation and completing all other tasks and duties as assigned and required. This is a full-time position (40 hours per week).

Specific Responsibilities

- Ensures completion of grant goals, objectives, and requirements
- Compiles data/statistics and prepares all grant reports
- Maintains DV Court docket, all offender compliance, and criminal docket relating to DV cases
- Provides each respondent and offender mandated to BIP with the appropriate BIP registration information
- Contacts and coordinates with BIP providers regarding BIP referrals and compliance
- Contacts the probation department regarding compliance
- Provides each respondent and offender mandated to obtain mental health and/or alcohol drug assessment(s) with appropriate information
- Contacts and coordinates with service providers regarding mental health and/or alcohol and drug assessment(s) and compliance
- Develops the DV court schedule, stakeholder meeting calendar, and core team meeting calendar
- Processes and maintains all domestic violence case paperwork
- Connects any victims of DV in need of services to the Anderson County Family Justice Center (FJC) for Orders of Protection and linkage to service providers
- Communicates with the FJC and DV court providers regarding the needs and wishes of victims regarding the court process
- Participates in the Anderson County Coordinated Community Response Team
- Performs other duties as directed by Anderson County General Sessions Judges Bowling and Tuck

Preferred Knowledge, Skill, and Qualifications

- Experience in working with individuals and families
- Knowledge of best practices relating to family violence which includes identification, safety, confidentiality, and program development.
- Ability to work as part of a fast-paced multi-disciplinary team which includes the ability to establish and maintain effective working relationships with diverse persons including law enforcement, criminal justice professionals, social service agencies, and other systems that impact service delivery for victims of child abuse, domestic and sexual violence, and elder abuse.
- Knowledge of the criminal justice and social service system.
- Skill in problem-solving, decision-making, and conflict resolution.
- Ability to communicate effectively, both verbally and in writing, with diverse groups of individuals

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(PAGE 7)

Minimum Training and Experience

- Prefer a history that reflects a commitment to victim services (can be shown through community volunteerism or active involvement in clubs/organizations that advocate for the rights of victims/survivors of crime).
- Prefer an associate or bachelor's (preferable) degree in psychology, social work, or related field, OR have experience (paid or unpaid) working in the non-profit realm, preferably in the field of child abuse, sex crimes, human trafficking, or domestic violence.

Domestic Violence Court Coordinator Supervisors: Judge Bowling & Judge Tuck

Position Summary

The Domestic Violence Court Coordinator (DVCC) supervisors are primarily responsible for monitoring the activities of the Domestic Violence Court Coordinator. This supervision will be documented for time-tracking purposes, as this time will be used as a grant match. In this role the Judges will attend meetings with the DVCC to ensure compliance with grant activities, they will attend meetings related to the DVCC position and the Domestic Violence Court Docket, as well as meetings with the DVCC planning team/steering committee. The supervisors may document time spent on in-person meetings, as a group or one-on-one, concerning the position, or via online means. Time spent on emailing, calls, or other related supervision activities can and will also be tracked to ensure the match is correctly documented for monitoring purposes.

GRANT FUNDING ADVISEMENT

This position is funded by a grant from Office of Criminal Justice Programs and expires June 30, 2026. Continued funding may become available based on program results.

DATA COLLECTION PROCEDURE

The DV Court Coordinator will track all DV civil and criminal cases and outcomes in a locked Excel spreadsheet accessible only by the DV Court and County Clerk staff. The DV Court Coordinator will develop the appropriate surveys and questionnaires to obtain the "thoughts/opinions" of professional court participants/attorneys, domestic violence victims, and service providers regarding a domestic violence court. Those results will be presented to the core team, the CCR Team and to OCJP as requested.

COLLABORATION ACTIVITIES

The DV Court Coordinator will collaborate with: Anderson County General Sessions Clerk (Rex Lynch, Clerk; 865-463-6821), Anderson County Family Justice Center (Melissa Miller, Executive Director, 865-298-3129), 7th Judicial District Attorney General's Office (General Dave Clark 865-457-5640, ADA DVP Elaine Herrera, 865-457-5640), Anderson County General Sessions Division I (Judge Victoria Bowling 865-264-6323), Anderson County General Sessions Division II (Judge Matthew Tuck 865-482-0081), Anderson

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(PAGE 8)

County Sheriff's Office (Russell Barker, Sheriff; 865-457-6255), Clinton Police Department (Vaughn Becker, Chief; 865-457-3112), Norris Police Department (Michael Poole, Chief; 865-494-0880), Oliver Springs Police Department (David Laxton, Chief; 865-435-7274), Rocky Top Police Department (John Thomas, Chief; 865-426-7404) and the Anderson County Mayor's Office (Terry Frank, Mayor; 865-457-5400), Anderson County Public Defender's Office (Ann Coria, District Public Defender; 865-457-0006), Healing the Home BIP (Seema Singh 865-443-3980), New Purpose (Chris Tackett and Alan Roberts, 865-264-4455), Ridgeview Behavioral Health (Nathan Zieger and Michael Yates 865-482-1076), and PSI Probation (Chad McNabb, Director; 865-463-7885) to maintain a strong team relationship. These relationships are instrumental in assessing the needs and establishing an implementation plan. The DVCC will also collaborate with all members of the CCR Team, ACFJC Collaborative, and will attend all regularly scheduled meetings.

INTENDED OUTPUTS (Products)

Increased accountability for offenders through required attendance to BIP, completion of mental health and/or alcohol and drug assessments and recommendations, DV probation and developing a scheduled compliance docket.

Increased safety for victims of domestic violence by having a smaller docket and fewer people present in the courtroom. Increased safety will also come with the additional oversight of perpetrators by the BIP, probation, service providers, and the regular reviewing of cases.

INTENDED OUTCOMES (Results)

The intended outcome of this project will be to have a successful domestic violence court that focuses on offender accountability and victim safety.

UPON COMPLETION OF THIS SCOPE OF SERVICE/NARRATIVE SAVE A COPY AND SUBMIT IT ALONG WITH YOUR BUDGET FORM TO OCJP VIA THE E-MAIL NOTED IN SOLICITATION.