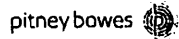


25-0057


**NASPO ValuePoint FMV Lease Agreement (Option C)**

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Agreement Number

**Your Business Information**
**Full Legal Name of Lessee / DBA Name of Lessee**
**Tax ID # (FEIN/TIN)**

Anderson County Clerk

626003477

**Sold-To: Address**

728C Emory Valley Rd, Oak Ridge, TN, 37830-7016, US

**Sold-To: Contact Name**
**Sold-To: Contact Phone #**
**Sold-To: Account #**

Jeff Cole

8654830541

0018332014

**Bill-To: Address**

100 N Main StRm 111, Clinton, TN, 37716-3616, US

**Bill-To: Contact Name**
**Bill-To: Contact Phone #**
**Bill-To: Account #**
**Bill-To: Email**

Jeff Cole

(865) 463-6859

0018332013

jeffcole@acs.ac

**Ship-To: Address**

728C Emory Valley Rd, Oak Ridge, TN, 37830-7016, US

**Ship-To: Contact Name**
**Ship-To: Contact Phone #**
**Ship-To: Account #**

Kelly Hazelhurst

8654830541

0018332014

**PO #**
**Your Business Needs**

Qty	Item	Business Solution Description
1	SHIPPING360ADDON	Shipping 360 - PitneyShip Pro Add-on
	SSS4	Implementation Half Day Rate - Solutions
1	SPMAILSTATION	SendPro Mailstation
	F90i	Basic Installation and Training
1	F9PG2	PowerGuard LE Service Package
1	HZ00	SendPro Mailstation with 5lb Scale
1	PTJ1	SendPro Online-PitneyShip
1	PTJ4	Multicarrier Sending App w HW or Meter
1	PTJ8	SPO-PitneyShip Mailing included w HW
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTKQ	SendPro Mailstation Stamps 50 Users
1	SPCRK	Return Kit for SendPro C Series
1	STOSLA	Standard SLA-Equipment Service Agreement (for SendPro Mailstation)

25-0057

1	SYBOL3	Activate DM/SP MailStation/PitneyShip
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If any green products: The equipment covered by this Agreement includes remanufactured products that have gone through our factory certification testing process.

## Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 67.78	\$ 203.34

\*Does not include any applicable sales, use, or property taxes which will be billed separately.  
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- ( ) Tax Exempt Certificate Attached  
( ) Tax Exempt Certificate Not Required  
(X) Purchase Power® transaction fees included  
( ) Purchase Power® transaction fees extra

## Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at [https://www.naspovaluelpoint.org/search/?term=pitney+bowes&page\\_ref=contractors](https://www.naspovaluelpoint.org/search/?term=pitney+bowes&page_ref=contractors). Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR059808; 79240  
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

## Sales Information

Scottie Domenico

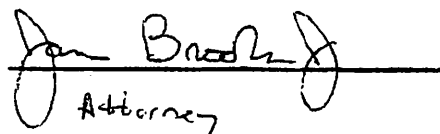
scottie.domenico@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

APPROVED AS TO LEGAL FORM

  
Attorney

**HEALTHCARE SERVICE AGREEMENT***(Transportation Services)*

This Health Care Services Agreement ("Agreement") is by and between **Rocky Top Operations, LLC d/b/a Rocky Top Care Center** and **ANDERSON COUNTY EMS ("Contractor")**. Any notices or other communications required, or permitted to be given pursuant to this Agreement shall be sent to the parties at the addresses set forth on the signature page to this Agreement.

October 22

**1. Term.** This Agreement shall commence on ~~July 1~~ 2024 and shall expire on June 30 2026, unless earlier terminated as provided herein. In the event this Agreement is terminated prior to one year from the commencement date, the parties shall not enter into a substantially similar agreement until the expiration of at least one (1) year following the commencement date.

**2. Services and Compensation.** Contractor shall provide the services to Facility and its residence ( the "Services" ), and shall receive compensation for those Services, as set forth on Exhibit A attached hereto and incorporated herein by reference.

**3. Payment.** In the event Facility is required by the compensation provisions set forth in Exhibit A to pay Contractor directly for the Services, Facility shall pay Contractor within forty-five (45) days of receipt by Facility of Contractor's accurate and complete invoice containing all documentation required by Facility including a line item list of all Services provided by Contractor for each resident to include HCPCS or other applicable coding, service date) s), quantities and charges. Invoices submitted later than one hundred twenty (120) days following the date the Service was provided shall be deemed untimely, and Facility shall not be required to pay Contractor for such Services.

**4. Termination.** This Agreement may be terminated as follows:

**a. Without Cause.** Either party shall have the right to terminate this Agreement in the event of the other party's breach of this Agreement by providing at least thirty (30) days written notice to the other party.

**b. Breach.** Either party shall have the right to terminate this Agreement in the event of the other party's breach of this Agreement by providing at least thirty (30) days written notice to the other party. Any such notice shall specify the cause upon which it is based. The violating party shall have the thirty (30) day notice period in which to rectify the cause specified in the notice of termination, or, if such cause is not rectified to the satisfaction of the non-breaching party within such thirty (30) day period, This Agreement shall thereupon automatically terminate.

**c. Material Change.** To the extent that changes in laws, regulations, or the method or amount of reimbursement require the restructuring of the relationship between the parties established by this Agreement, the parties shall negotiate in good faith to amend this Agreement and otherwise restructure their relationship in order to effectuate their mutually agreed upon purposes. If the parties are unable to resolve the matter within thirty (30) days, either party may, at its option, immediately terminate this Agreement.

**d. Immediate Termination.** Facility may immediately terminate this Agreement upon the occurrence of any of the following events: (i) loss or suspension of any license of Contractor required for the provision of Services pursuant to this Agreement or the imposition of any sanction against Contractor under federal or state fraud and abuse laws and regulations or any other federal or state laws or regulations relating to Contractor's participation in the Medicare or state Medicaid programs; (ii) appointment of a receiver for Contractor's assets , an assignment by Contractor for the benefit of its creditors or any relief taken or suffered by Contractor under any bankruptcy or insolvency act; or (iii) any jeopardy to the health or safety of residents of the facility .

**e. Automatic Termination.** This Agreement shall automatically terminate in the event either party is excluded from participation in any federally funded health care program including Medicare or Medicaid as of the effective date of such exclusion.

**5. General Terms and Conditions.** The General Terms and Conditions set forth on Exhibit B attached hereto are incorporated herein by reference as though fully set forth herein. Facility and Contractor shall comply with the General Terms and Conditions as part of this Agreement.

**6. Entire Agreement.** This Agreement, including the Exhibits attached hereto and referenced herein, contains the sole and entire agreement between the parties regarding the subject matter hereof and supersedes all prior written or oral agreements between the parties. The Agreement will not be construed in favor of or against any party by reason of the extent to which any party participated in the preparation of the Agreement. If either party has made any change to the Agreement that said party did not bring to the other party's attention in a way that is reasonably calculated to put the other party on notice of the change, the change shall not become part of the Agreement.

**IN WITNESS WHEREOF,** the parties by their duly authorized representatives have entered into this Agreement As of August 12, 2024.

**FACILITY:**

**Rocky Top Operations d/b/a Rocky Top Care Center**

Signed by:  
By: Lee Rooney  
913C83ADE181458...  
Name: Lee Rooney  
Title: Chief operating officer

**Address for Notices:**

204 Industrial Park Drive	and	Diversicare Management Services, LP
Rocky Top, TN 37769		1621 Galleria Blvd.
Attn: Administrator		Brentwood, TN 37027
		Attn: Legal Department

**CONTRACTOR:**

**Anderson County EMS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Address for Notices:**

314 Public Safety Lane  
Clinton, TN 37716  
Attn: Nathan Sweet, Director  
Facsimile (865) 457-9701

**APPROVED AS TO LEGAL FORM**

James Brooks  
**ATTORNEY**



**EXHIBIT A**

**Fee Schedule**

**For Non-emergency ambulance with Basic Life Support, 100% of the Medicare Fee schedule.**

## **ADDENDUM A**

### **Business Associate Agreement**

This Business Associate Addendum ("Addendum") will take effect on the Commencement Date as defined in the above Transportation Provider Agreement (the "Agreement") by and between Facility, its parents, subsidiaries and affiliates, and Transportation Provider (as such terms are defined in the Agreement), with respect to those services provided in its capacity as a Business Associate of Facility, in order to comply with the requirements of the Health Insurance Portability & Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and the regulations promulgated thereunder (45 C.F.R. Parts 160-164), including the "Privacy Rule," the "Security Rule" and the "Breach Notification Rule" and as may be subsequently amended from time to time (collectively, the "HIPAA Regulations"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the HIPAA Regulations.

### **RECITALS**

**WHEREAS** COVERED ENTITY and BUSINESS ASSOCIATE have entered into an arrangement, or arrangements, pursuant to which BUSINESS ASSOCIATE provides certain services for and on behalf of COVERED ENTITY (the "Arrangement");

**WHEREAS** under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule") (45 C.F.R. Parts 160 and 164) and the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule") (45 C.F.R. Parts 160 and 164), as amended by applicable provisions of the Health Information Technology for Economic and Clinical Health Act (Title XIII, Subtitle D) (the "HITECH Act") and its implementing regulations as amended by the Final HIPAA regulations at 78 Final Register 5566 (January 25, 2013) ("Final Omnibus Rule") (collectively, the "HIPAA Rules"), COVERED ENTITY and BUSINESS ASSOCIATE must enter into a business associate agreement to enable BUSINESS ASSOCIATE to carry out its obligations under the Arrangement since COVERED ENTITY discloses to BUSINESS ASSOCIATE, and/or BUSINESS ASSOCIATE creates and receives on behalf of COVERED ENTITY Individually Identifiable Health Information, as such term is defined in 45 C.F.R. 160.103; and

**WHEREAS** COVERED ENTITY and BUSINESS ASSOCIATE desire to make this Agreement to the Arrangement in order to enable COVERED ENTITY to satisfy its obligations under the HIPAA Rules.

**NOW, THEREFORE**, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### **I. DEFINITIONS.**

Capitalized terms used in this Agreement and not otherwise defined herein shall have that meaning given to them in the HIPAA Rules.

#### **II. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION BY BUSINESS ASSOCIATE.**

**2.1 Confidentiality.** BUSINESS ASSOCIATE shall hold Protected Health Information, including electronic Protected Health Information ("PHI") confidentially and shall not Use or Disclose it other than as permitted or required by this Agreement or as Required by Law. BUSINESS ASSOCIATE may not use or disclose PHI in a manner that would violate the requirements of the HIPAA Rules, if done by the COVERED ENTITY, except for the purposes specified under Section 2.3 below. To the extent BUSINESS ASSOCIATE is to carry out an obligation of

COVERED ENTITY under 45 C.F.R. Part 164, Subpart E, BUSINESS ASSOCIATE shall comply with the requirements of 45 C.F.R. Part 164, Subpart E that apply to COVERED ENTITY in the performance of such obligation.

**2.2 Use or Disclosure to Provide Services Under the Arrangement.** BUSINESS ASSOCIATE may Use and Disclose PHI as necessary to perform its obligations under the Arrangement; provided, however, that BUSINESS ASSOCIATE shall not, and shall ensure that its directors, officers, employees, contractors and agents (the "Representatives") do not, Use or Disclose PHI in any manner that would violate the HIPAA Rules if done by COVERED ENTITY.

**2.3 Use or Disclosure for BUSINESS ASSOCIATE'S Management and Administration.** Notwithstanding Section 2.2 above, BUSINESS ASSOCIATE may Use or Disclose PHI for its proper management and administration provided that, before Disclosing PHI to a third party for BUSINESS ASSOCIATE'S proper management and administration, BUSINESS ASSOCIATE must obtain reasonable assurances, in the form of a written agreement, from the third party that (i) the PHI will be held confidentially and subject to the same restrictions and conditions that apply to BUSINESS ASSOCIATE under this Agreement and will only be Used or Disclosed as Required by Law or for the purposes for which it was Disclosed to the third party; and (ii) the third party will immediately notify BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the PHI Disclosed to it has been breached.

**2.4 Use or Disclosure to Provide Data Aggregation Services.** BUSINESS ASSOCIATE may Use or Disclose PHI to provide Data Aggregation services relating to the Health Care Operations of COVERED ENTITY if BUSINESS ASSOCIATE is required to provide Data Aggregation Services under the Arrangement.

### **III. RESPONSIBILITIES OF BUSINESS ASSOCIATE.**

**3.1 Safeguards Against Misuse of Information.** BUSINESS ASSOCIATE represents and warrants that it has implemented appropriate safeguards to prevent the Use or Disclosure of PHI other than as permitted by this Agreement.

**3.2 Safeguarding PHI.** BUSINESS ASSOCIATE agrees to immediately report any Security Incident (as defined at 45 C.F.R. § 164.304) to COVERED ENTITY. BUSINESS ASSOCIATE shall make policies, procedures and documentation relating to the safeguarding of PHI available to COVERED ENTITY, or at the request of COVERED ENTITY to the Secretary of Health & Human Services (the "Secretary"), in a time and manner designated by COVERED ENTITY or the Secretary for purposes of the Secretary to determine COVERED ENTITY'S compliance with the Security Rule. BUSINESS ASSOCIATE shall comply with the applicable provisions of 45 C.F.R. Part 164, Subpart C and shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains or transmits on behalf of COVERED ENTITY.

**3.3 Reporting Disclosures of PHI.** BUSINESS ASSOCIATE shall within three (3) business days of Discovering a Use or Disclosure of PHI in violation of this Agreement or any Breach of Unsecured PHI, report such Use, Disclosure or Breach to COVERED ENTITY. BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the extent practicable, any harmful effect known to BUSINESS ASSOCIATE and arising from such Use, Disclosure or Breach. BUSINESS ASSOCIATE shall promptly reimburse COVERED ENTITY all reasonable costs incurred by COVERED ENTITY with respect to providing notification of and mitigating a Breach involving BUSINESS ASSOCIATE, including but not limited to printing, postage costs and toll-free hotline costs.

**3.4 Subcontractors.** In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), BUSINESS ASSOCIATE shall ensure that all of its Subcontractors that create,

receive, maintain or transmit PHI on behalf of BUSINESS ASSOCIATE agree by written contract to comply with the same restrictions and conditions that apply to BUSINESS ASSOCIATE with respect to such PHI, including the obligation to safeguard PHI and comply with 45 C.F.R. Part 164, Subpart C.

**3.5 Access to Information.** BUSINESS ASSOCIATE shall provide access, at the request of COVERED ENTITY or an Individual, to PHI maintained by BUSINESS ASSOCIATE in a Designated Record Set(s), to COVERED ENTITY, or as directed by COVERED ENTITY, to an Individual in order to meet the requirements of 45 C.F.R. § 164.524, including, without limitation with respect to an Individual's request for an electronic copy of PHI. BUSINESS ASSOCIATE shall provide such access within ten (10) business days of receiving such request.

**3.6 Availability of PHI for Amendment.** BUSINESS ASSOCIATE shall make any amendment to PHI maintained in a Designated Record Set by BUSINESS ASSOCIATE that is requested by COVERED ENTITY, or as directed by COVERED ENTITY, that is requested by an Individual BUSINESS ASSOCIATE shall make such amendments within ten (10) business days of receiving such request. If an Individual or an Individual's personal representative requests an amendment directly from BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall, within three (3) business days, forward such request to COVERED ENTITY, and COVERED ENTITY shall determine in its discretion whether BUSINESS ASSOCIATE will make the amendment to the Individual's PHI.

**3.7 Accounting of Disclosures.** Within ten (10) business days of notice by COVERED ENTITY to BUSINESS ASSOCIATE that COVERED ENTITY has received a request for an accounting of Disclosures of an Individual's PHI, BUSINESS ASSOCIATE shall make available to COVERED ENTITY such information concerning Disclosures by BUSINESS ASSOCIATE or its Representatives as is required for COVERED ENTITY to make the accounting required by the Privacy Standards. At a minimum, BUSINESS ASSOCIATE shall provide COVERED ENTITY with the following information: (a) the date of the Disclosure; (b) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (c) a brief description of the PHI Disclosed; and (d) a brief statement of the purpose of the Disclosure that reasonably informs the Individual of the basis for the Disclosure or, in lieu of such statement, a copy of a written request for a Disclosure under 45 C.F.R. §§ 164.502(a)(2)(ii) or 164.512, if any.

If an Individual or an Individual's personal representative requests an accounting directly from BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall, within five (5) business days, forward such request to COVERED ENTITY, and COVERED ENTITY shall determine in its reasonable discretion whether BUSINESS ASSOCIATE or COVERED ENTITY will provide the requested accounting to the Individual. BUSINESS ASSOCIATE shall implement an appropriate record-keeping process to enable it to comply with the requirements of this Section. In the event the Secretary finalizes regulations requiring Covered Entities to provide access reports, BUSINESS ASSOCIATE shall also record such information with respect to electronic PHI held by BUSINESS ASSOCIATE as would be required under the regulations for Covered Entities beginning on the effective date applicable to COVERED ENTITY. BUSINESS ASSOCIATE shall document Disclosures of PHI required under this section, and information related to such Disclosures as would be required for COVERED ENTITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528.

**3.8 Uses and Disclosures Required by Law.** Except to the extent prohibited by law, BUSINESS ASSOCIATE shall immediately notify COVERED ENTITY upon its receipt of a request for Use or Disclosure of PHI with which BUSINESS ASSOCIATE believes it is Required by Law to comply. BUSINESS ASSOCIATE shall provide COVERED ENTITY with a copy of such request, shall consult and cooperate with COVERED ENTITY concerning the proper response to

such request and shall provide COVERED ENTITY with a copy of any information Disclosed pursuant to such request.

**3.9 Availability of Books and Records.** BUSINESS ASSOCIATE shall make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining COVERED ENTITY'S or BUSINESS ASSOCIATE'S compliance with the HIPAA Rules. If the Secretary requests access to BUSINESS ASSOCIATE'S internal practices, books and records, BUSINESS ASSOCIATE shall immediately notify COVERED ENTITY and provide COVERED ENTITY with a copy of such request. BUSINESS ASSOCIATE shall consult and cooperate with COVERED ENTITY concerning the proper response to such request, and shall provide COVERED ENTITY with a copy of each book, document and record made available to the Secretary or shall identify each such book, document, and record and grant COVERED ENTITY access thereto for review and copying. Notwithstanding the foregoing, nothing in this Section shall be deemed to require BUSINESS ASSOCIATE or COVERED ENTITY to waive the attorney-client, accountant-client, or other legal privilege, and nothing in this Section shall impose upon COVERED ENTITY any obligation to review BUSINESS ASSOCIATE'S practices, books or records.

**3.10 Agreed to Restrictions.** BUSINESS ASSOCIATE shall abide by any restrictions, of which BUSINESS ASSOCIATE is aware, relating to the Disclosure of PHI which COVERED ENTITY has agreed upon pursuant to 45 C.F.R. § 164.522.

**3.11 Minimum Necessary.** BUSINESS ASSOCIATE shall request, use and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the applicable request, use and/or disclosure.

#### **iv. RESPONSIBILITIES OF COVERED ENTITY.**

**4.1 Requests for Uses or Disclosures.** COVERED ENTITY shall not request BUSINESS ASSOCIATE to Use or Disclose PHI in any manner that would violate this Agreement or the HIPAA Rules.

**4.2 Notice of Privacy Practices.** COVERED ENTITY represents and warrants that it shall provide a notice of privacy practices (the "Notice") to Individuals (or their personal representatives) who are the subject of the PHI, which permits the Uses and Disclosures of PHI by BUSINESS ASSOCIATE contemplated by this Agreement and the Arrangement.

**4.3 Use and Disclosure.** COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect BUSINESS ASSOCIATE'S permitted or required uses or disclosures.

**4.4 Additional Restrictions.** COVERED ENTITY shall notify BUSINESS ASSOCIATE of any confidential communication request or restriction to the use or disclosure of PHI affecting BUSINESS ASSOCIATE that COVERED ENTITY has agreed to in accordance with 45 C.F.R. § 164.522.

#### **v. TERMINATION.**

**5.1 Term.** This Agreement shall become effective on the date on which COVERED ENTITY and BUSINESS ASSOCIATE entered into the Arrangement and, unless otherwise terminated as provided herein, shall expire upon the expiration or termination of the Arrangement.

**5.2 Termination by Either Party.** The Arrangement may be terminated by either party, subject to the delivery of the written notice and the expiration of the cure period as may be provided in the Arrangement, in the event that a party breaches any material term of this Agreement.

**5.3 Return or Destruction of PHI.** Upon termination of the Arrangement, BUSINESS ASSOCIATE shall, at the option of COVERED ENTITY, either return or destroy all PHI which BUSINESS ASSOCIATE and its Subcontractors still maintain in any form. BUSINESS ASSOCIATE shall not retain any copies of such PHI. Notwithstanding the foregoing, to the extent that COVERED ENTITY agrees that it is not feasible to return or destroy such PHI, the terms and conditions of this Agreement shall survive the termination of the Arrangement with respect to such PHI, and such PHI shall be used or disclosed solely for such purpose or purposes which prevented its return or destruction.

#### **VI. MODIFICATIONS TO COMPLY WITH STANDARDS.**

In the event that additional standards are promulgated under the HIPAA Rules, or any existing standards are amended, the parties agree to enter into a mutually acceptable amendment to this Agreement to enable COVERED ENTITY to satisfy its obligations under such additional or amended standard(s).

#### **VII. MISCELLANEOUS.**

**7.1** BUSINESS ASSOCIATE agrees that any Use or Disclosure of PHI in violation of this Agreement will cause COVERED ENTITY irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that COVERED ENTITY shall have the right to seek injunctive relief to prevent any such further Use, Disclosure or breach and for such other relief as COVERED ENTITY shall deem appropriate, without having to post a bond or other security and without having to prove the inadequacy of any other available remedies.

**7.2** BUSINESS ASSOCIATE shall indemnify, hold harmless and defend COVERED ENTITY, its affiliates and their officers, directors and employees, from and against any and all liability, loss, damage, claim, causes of action ("Claims"), and expense (including reasonable attorney's fees) caused or asserted to have been caused, directly or indirectly, by or as a result of the breach of this Agreement or Breach of Unsecured PHI by BUSINESS ASSOCIATE or its Representatives. COVERED ENTITY shall have the right, at its expense, to participate in the defense of such claim and BUSINESS ASSOCIATE shall not take any final action with respect to such claim without the prior written consent of COVERED ENTITY.

**7.3** The parties agree and acknowledge that, as between COVERED ENTITY and BUSINESS ASSOCIATE, COVERED ENTITY is the owner of the PHI. Nothing in this Agreement shall be construed to create (i) an agency relationship under federal common law, a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties.

**7.4** In the event that a provision of this Agreement conflicts with a provision of the Arrangement, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Arrangement; provided, to the extent BUSINESS ASSOCIATE has limited its liability under the terms of the Arrangement by a maximum recovery for direct damages, disclaimer against any consequential, indirect or punitive damages or any other limitation, all limitations shall exclude any damages to COVERED ENTITY arising from BUSINESS ASSOCIATE's breach of its obligations under this Agreement.

**7.5** This Agreement may be amended only by written agreement between the parties. This Agreement shall be interpreted by and construed in accordance with the laws of the State of Tennessee. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement.

**7.6** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors and assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

**7.7 Any ambiguity in this Agreement shall be resolved to permit the applicable party to comply with the HIPAA Rules. The parties acknowledge that the HITECH Act requires the Secretary to promulgate regulations and interpretative guidance that is not available at the time of executing this Agreement. In the event a party determines in good faith that any such regulation or guidance adopted or amended after the execution of this Agreement shall cause any paragraph or provision of this Agreement to be invalid, void or in any manner unlawful or subject either party to penalty, then the parties agree modify and amend this Agreement in a manner that would eliminate any such risk.**



## SCHOOL BROADCAST PROGRAM

### "One-Time Fee" Pixellot Use Agreement (Install included)

School: Clinton High School  
 Address: 425 Dragon Drive  
 City, State, Zip: Clinton Tennessee 37716  
 County:

Effective Date: \_\_\_\_\_

This One-Time Fee Agreement (our "Agreement") will serve as confirmation of the involvement of Clinton High School ("School") in the NFHS Network School Broadcast Program, powered by PlayOn! Sports, and will outline the terms and conditions of participation with 2080 Media, Inc. d/b/a PlayOn! Sports ("PlayOn!"). Upon execution of the Agreement, School and PlayOn! (collectively, the Parties) are subject to all of the terms and conditions within the Agreement.

In consideration of a one-time fee of ZERO DOLLARS (\$0) ("One-Time Fee"), PlayOn will provide School with access to (2) units of hardware and software ("Pixellot Systems") for School use during the term of this Agreement (but PlayOn will retain title to such items), each of which includes:

- Pixellot camera head
- Workstation loaded with Pixellot software for recording, encoding, and streaming videos
- Cat6 ethernet cables to connect workstation to camera head and provide camera power <sup>(1)</sup>
- Pixellot automated production software for all supported sports; new sports are added as released
- Score data device (wired connection) or OCR camera for graphics integration in video (PlayOn to determine)
- Protective cabinet for workstation, if needed
- Software upgrades (while the Agreement is in effect)
- Point-to-point wireless internet base station (if no hard-line internet available at Pixellot venue)
- Installation of the Pixellot Systems will be provided by PlayOn

<sup>(1)</sup> See Installation of Pixellot Systems in Terms and Conditions for additional information

#### Pricing for the Agreement:

Description	Price
One-time Fee	\$0
Extra Accessories (if applicable)	-
<b>TOTAL DUE</b>	<b>\$0</b>

#### PlayOn provides the following additional software and services:

- A branded School video portal on [www.nfhsnetwork.com](http://www.nfhsnetwork.com)
- PlayOn proprietary software (NFHS Network Console) for the complete management of School-based events including scheduling, event information, and event availability. The cost of the annual software license for the PlayOn Software (Console) is waived as part of the Agreement.
- E-commerce platform for customer registration, payment processing and customer service to support the sale of subscriptions to watch School and all other NFHS Network events ("Consumer Subscription Plan")
- All back-end technology systems needed to support event distribution via streaming consistent with PlayOn system requirements through the NFHS Network web portal
- Standard on-call customer support, account management, training, software updates, software support, and software licenses.

#### Broadcast Rights and Event Content:

##### Regular Season Event Broadcasts.

School agrees to live broadcast all regular season sports events at all competition levels in the venue where the Pixellot Systems are installed (i.e., Varsity, Junior Varsity, etc.). School has the right to determine on-demand availability of regular season events through "blackout windows." For the purpose of definition in the Agreement, a School will choose to be one of the following:

- "Exclusive Broadcasting School" means that School will not permit any third party to stream any regular season sports events that would be deemed competitive with PlayOn's activities; provided that School may allow student-led groups to live broadcast regular season sports events ("School Co-Broadcasts") as part of a broadcast media curriculum program. For the sake of clarity, events selected by School or School Co-Broadcasts will also be broadcasted on the NFHS Network via the Pixellot Systems.
- "Non-Exclusive Broadcasting School" means that School may permit third parties to stream regular season sports events with no restriction; provided that regular season sports events streamed by third parties will also be broadcasted on the NFHS Network via the Pixellot Systems.

PIX-SUB-OTF-INST

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## SCHOOL BROADCAST PROGRAM

**Television Broadcasts.** School may allow (at its discretion) third party local television coverage to broadcast regular season events at a School without violating the Agreement. For the sake of clarity, School shall also broadcast via the Pixellot Systems on the NFHS Network any regular season event that is broadcast on linear television by a third party.

**Postseason Event Broadcasts.** School agrees that the Pixellot Systems will be used to broadcast all State Postseason events via the Pixellot System installed in the venue where the event takes place; provided that State Association is a participating member of the NFHS Network ("NFHS Network State"). State Association rights fees for State Postseason events broadcast via the Pixellot System at School venues will be waived in NFHS Network States.

**Practices.** School may use the Pixellot Systems to schedule and record practices for internal use by School. School must manually schedule all practice sessions and events will be marked as "private" and not available for viewing by consumers.

**Content Ownership, License, Syndication and Approvals.** School hereby grants PlayOn an exclusive, worldwide, fully-paid-up, royalty-free, sub-licensable (directly or through multiple tiers), transferrable and irrevocable license to reproduce, perform, transform and distribute the content recorded via the Pixellot Systems (the "Content") in any medium (the "Content License"). The Content License is exclusive, except that the School has the right to download School-produced events and upload the Content into a game-film-analysis platform for use by coaches, provided that the Content is not generally available to consumers. Subject to the Content License, the Content is the exclusive property of the School and the School reserves all rights therein.

The Content License includes the right to syndicate the Content, in-part or in-whole, to other distribution platforms. Existing digital sponsorship inventory remains in the Content through all derivative works that incorporate the full-length event.

School shall be solely responsible for all Content, to secure any and all releases, consents, waivers and other necessary rights from any third parties (including students and, to the extent required by law, their guardians) and complying with all applicable laws. School agrees that all Content will be suitable for a general viewing audience and will not violate or infringe the rights of any party. At the written request of School, PlayOn will remove School produced events on the School video portal. Parties agree that Pixellot System will not be turned on except for scheduled events and required system maintenance.

**Consumer Subscription Platform.** All sports events, live and on-demand, require consumers to purchase a subscription pass to be viewed. Non-sports events are set by default to be free for viewers. At School's discretion, School may charge a subscription fee to view non-sports events.

PlayOn retains the right to modify subscription plan offerings, pricing structure, and, during the Term, on-demand event availability. PlayOn will notify school in writing of any such modifications.

**School-sold Sponsorships.** School may include sponsorship elements within the broadcast of School events in its School video portals. School keeps 100% of all sponsorship sales made by School from local sponsors.

**Network Advertising.** PlayOn may advertise on any School video portal and within any School broadcast using pre-roll video, video mid-roll, or overlay ads that appear on the video screen. PlayOn ads will conform to the then-current *NFHS Network Commercial Materials Guidelines* (the "Guidelines"), a current copy of which is attached as **Exhibit B**, provided that School shall have the right in its sole discretion to limit or prohibit any advertiser, or any specific advertisement advertised on the School video portal, that is inconsistent with School standards for appropriateness for viewing by the school district's student population.

**Third Party Relationships.** Any third-party relationships School develops for the purpose of selling advertising, collecting billings or any other such related activity, are the sole right and responsibility of School. PlayOn assumes no responsibility whatsoever for (and shall have no liability for) any third-party relationships School enters.

**Data Privacy.** School acknowledges that PlayOn will not have access to any "student information," "directory information," "personally-identifiable information," "student records," "student-generated content" or "education records" (each as defined by the Family Education Rights and Privacy Act of 1974 ("FERPA") and its implementing regulations, other than, to the extent included in the Content as applicable: (a) student images; (b) student names; and (c) any other information provided by School in the format of audio commentary (the "Included Data"). School acknowledges that the Included Data is only included in the Content to the extent permitted by the School and to the extent publicly broadcasted at the event contained within the Content. PlayOn shall not have access to any other information regarding any School students and does not store any information regarding School students that is not Included Content meant for public consumption through the NFHS Network and other customer-facing applications. PlayOn shall be responsible to comply with all applicable laws, including but not limited to FERPA and any state-specific laws regarding Included Data and the collection, storage and distribution thereof, but subject to School's responsibilities under "Content Ownership, License, Syndication and Approvals" set forth above. In furtherance of the foregoing, PlayOn will maintain security procedures and practices designed to protect the Included Data from the unauthorized access, destruction, use, modification or disclosure that comply with FERPA and any state-specific laws, and will notify the School following PlayOn's becoming aware of any such unauthorized access, destruction, use, modification or disclosure of Included Data. PlayOn will not use the included Content for any purpose other than as contemplated by this Agreement and PlayOn will, upon School's written request at any time, permanently delete any Included Content.

To the extent School requires that PlayOn execute any amendment or addendum to this Agreement governing the rights and obligations of Included Data, the Parties agree that this provision shall supersede such amendment or addendum and shall contain the sole obligations of PlayOn with respect to Included Data.

**Consent to Receive Electronic Communications.** During the Term, PlayOn will send updates and alerts related to the Pixellot Systems via SMS text message (the "Notifications") to the individuals listed on the Primary Contact Information chart attached hereto and any other employee or agent of School that School elects to receive the Notifications (together, the "Notification Contacts"). School hereby

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## SCHOOL BROADCAST PROGRAM

represents and warrants to PlayOn that the School and each Notification Contact (i) has read PlayOn's privacy policy (found at <https://www.nfhsnetwork.com/privacypolicy>) and understands the privacy policy, the types of information being collected and PlayOn's use of the information being collected and (ii) expressly consents to receive the Notifications.

### Terms and Conditions

1. **Term of Contract.** This Agreement is effective as of the Effective Date and continues for five (5) complete school years, beginning on the August 1 that follows the Effective Date (the "Initial Term") unless earlier terminated as provided herein.

If School elects to terminate the Agreement at any time before the end of the Initial Term, School shall pay a fee ("Early Termination Fee") to PlayOn in the amount of two thousand-five hundred dollars (\$2,500) per Pixellot System. For the sake of clarity, the total amount due to PlayOn would be calculated by multiplying the number of Pixellot Systems covered by this Agreement by two thousand-five hundred dollars (\$2,500). School acknowledges that the Early Termination Fee is a reasonable estimate of the costs that PlayOn would incur from such early termination.

After the Initial Term, the Agreement may be renewed by mutual agreement of the parties.

PlayOn may terminate this Agreement and remove the Pixellot Systems immediately if School has breached any provision of this Agreement and failed to cure such breach within 60 days of PlayOn's delivery to School of written notice of the breach; provided that School will take down all equipment and package it appropriately in PlayOn-provided shipping containers. If PlayOn breaches any provision of this agreement and fails to cure within 60 days, School has the right to terminate the Agreement and PlayOn will remove the Pixellot Systems at its own expense.

2. **Payment Terms.** Payment is due thirty (30) days after School receives the Pixellot Systems.
3. **Internet Connectivity.** School must provide sufficient hardline internet connectivity and the required network configurations (provided in Exhibit A) for each Pixellot System to allow live broadcasts. PlayOn will provide the point-to-point wireless internet base station ("Point to Point") when needed to deliver hardline internet connectivity to Pixellot Systems installed in outdoor venues; provided that PlayOn is able to select the make and model of the Point to Point system. In the event that School requests, or requires, a specific Point to Point system that is different from what is provided by PlayOn, then School must provide and install the Point to Point system at its own expense.
4. **Software License.** During the Term of this Agreement, PlayOn grants School a non-exclusive, non-transferable limited license to use the Software to enable the broadcast services under this Agreement. The "Software" consists of the proprietary software of PlayOn used to provide the broadcast services under this Agreement as well as the third-party software included with the Pixellot Systems and any backend software or services required to use the system. The Software may be used solely to schedule, capture, produce, encode, and record Content from School events for distribution to viewers solely on the NFHS Network. School shall have no other rights to the Software and expressly agrees that it shall not copy, reverse engineer, modify, disassemble or decompile any portion of the Software, or use the Software to broadcast events anywhere other than School pages on the NFHS Network video portal ([www.nfhsnetwork.com](http://www.nfhsnetwork.com)). School agrees that PlayOn or its licensors shall retain any and all right, title, and interest in and to the Software and other intellectual property provided by or created by PlayOn (including, but not limited to, all patent, trade secret, copyright, and trademark rights). Except as otherwise provided herein, School agrees not to reproduce the Software or PlayOn's intellectual property. School acknowledges that the Pixellot Systems include embedded software from Pixellot that is subject to additional end-user license agreement terms ("EULA") and School agrees to comply with all such terms. The Pixellot EULA will be provided at the School's request.
5. **Site Survey Collection.** This Agreement provides School with a form to collect information for each School venue at which a Pixellot System will be installed ("Site Information"). Pixellot Systems will not be shipped to School unless all information is filled out completely in the sections: **Pixellot Venue Information**, and **Team-To-Venue Mapping**.
6. **PlayOn Installation of Pixellot Systems.** PlayOn will perform the installation of the Pixellot Systems and will coordinate with School to schedule the installation work ("PlayOn installation"). Additional details about the PlayOn Installation are provided in Exhibit C of this Agreement. PlayOn will provide all required Cat6 ethernet cable required to install and operate the Pixellot Systems; in the event that School requires special cabling for any reason, then special cabling must be provided at the sole expense of School. School agrees that all Internet connectivity requirements have been met prior to the start of the PlayOn Installation and that an administrator with IT responsibilities will be on site (or at minimum, available by phone) during the time when the PlayOn Installations are taking place. If School needs to reschedule or cancel a PlayOn installation, School must provide notice to PlayOn at least 48 hours before originally scheduled installation time. Failure to provide sufficient notice may result in additional charges to School.



## SCHOOL BROADCAST PROGRAM

School agrees that PlayOn may use its own service providers to perform the PlayOn Installation so long as all such providers meet School requirements for entry to school venues. For the sake of clarity, School agrees that PlayOn is not required to work with any service providers that may be under agreement with School for facilities or IT work.

School agrees to remove, relocate, and reinstall, as appropriate, the Pixellot Systems in the event of construction within any of the venues denoted herein where a Pixellot System is installed.

7. **Receipt of Goods.** Upon delivery of the Pixellot Systems, School will inspect all packages for damage caused by a third-party shipper (e.g. UPS) to all boxes, equipment, and components. School agrees to store all packages in a secure environment prior to the arrival of the PlayOn installer.
8. **Revenue Share.** Revenue Share payments to School is based on "Net Revenue," meaning gross revenue received from Monthly subscription passes sold through the consumer subscription platform, less technology platform, customer service and e-commerce fees associated with such distribution. Revenue sharing for subscription passes sold and attributed to School will be calculated as follows:
  - a. An **Exclusive Broadcasting School** will receive twenty percent (20%) of the Net Revenue ("Revenue Share") for Monthly subscription passes attributed to School's Pixellot System-produced content.
  - b. A **Non-Exclusive Broadcasting School** will receive ten percent (10%) of the Net Revenue ("Revenue Share") for Monthly subscription passes attributed to School's Pixellot System-produced content.
  - c. **Both Exclusive Broadcasting Schools and Non-Exclusive Broadcasting Schools** will receive the same revenue sharing formula for Annual subscription passes sold and attributed to School. For definition purposes, an Annual subscription pass provides access to all content on the NFHS Network for a period of 12 months. Annual subscription passes will have a base cost ("Annual Pass Base Cost") and a price point ("Annual Pass Price"), both set by PlayOn. School will receive the difference between the Annual Pass Price and the Annual Pass Base Cost.
  - d. School chooses to be either an Exclusive Broadcasting School or a Non-Exclusive Broadcasting School (see **Regular Season Event Broadcasts** section above for definitions).

Exclusive Broadcasting School ☐

Non-Exclusive Broadcasting School ☐

9. **Administration of Funds.** PlayOn will manage the collection and accounting of all funds received, including the management of refunds. If School produces regular season content on an alternative streaming platform in violation of this Agreement, PlayOn reserves the right to withhold any Revenue Share attributed to School. PlayOn will calculate the funds to be disbursed to School on a quarterly basis on the following dates: October 31<sup>st</sup>, January 31<sup>st</sup>, April 30<sup>th</sup>, and July 31<sup>st</sup>. Funds will be disbursed to School within 30 days of these dates. Detailed records can be provided for auditing purposes upon request. School must earn a minimum of \$50 in aggregate Revenue Share proceeds within a school year to receive a check.
10. **Ownership and Return of the Pixellot Systems.** PlayOn is providing the Pixellot Systems for School use during the Term in the venues specified herein. School may not move a Pixellot System from where it was installed without the express written consent of PlayOn. PlayOn is not selling the Pixellot Systems to School. The Pixellot Systems will remain PlayOn's property and PlayOn may remove the Pixellot Systems from School if this Agreement terminates for any reason or if School fails, in any nine (9) month period, to create any Content via a Pixellot System for distribution on the NFHS Network. School shall cooperate with PlayOn to facilitate this removal and shall grant PlayOn any required physical access to the Pixellot Systems.
11. **Maintenance of Units.** PlayOn is responsible for the general health and welfare of the Pixellot Systems and will perform online system maintenance of all Software. PlayOn will handle all warranty claims on the equipment with the manufacturer and will provide School with proper containers for any equipment that needs to be returned to PlayOn for service. PlayOn will replace any broken Pixellot Systems during the Initial Term. For purposes of clarification, PlayOn is not obligated to replace any broken Pixellot Systems after the Initial Term. Notwithstanding the foregoing, PlayOn is not obligated to replace any units that are destroyed by vandalism or due to negligence by School.
12. **Providing of Sports Schedules.** School is required, prior to 60 days before the start of a sport season, to provide PlayOn the game schedules (in a mutually acceptable format) for all teams in all sports that occur in the venue where the Pixellot System is installed. PlayOn will be responsible for the initial data entry of all game schedules in the event that School does not elect to do so. In event of a known change of schedule to an event, School will make the required changes.  
  
If School's game schedules are accessible via a third-party platform (e.g. Arbitrator, rSchoolToday, etc.), School agrees that PlayOn may collect School's game schedule information directly from that third-party platform, to be used for the sole purpose of scheduling automated event broadcasts on the NFHS Network through School's Pixellot System(s). School will facilitate PlayOn's access to School's game schedule on any such third-party platform.
13. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all losses, liabilities, costs, and expenses including reasonable attorney's fees, in connection with claims brought by a third party against the Indemnified Party established by judgment or alternative resolution award, to the extent arising from (a) any violation of applicable law by the indemnifying party or its employee, agent, or other representative; (b) the gross negligence or willful misconduct in the performance of obligations hereunder by the indemnifying party or any employee, agent, or other representative of the indemnifying party.



## SCHOOL BROADCAST PROGRAM

14. **Indemnification for IP Infringement.** PlayOn shall indemnify School against any third-party claim that School's use of the Pixellot Systems infringes the intellectual property rights of a third party with respect to such Pixellot Systems; provided that, PlayOn shall have no obligation under this section with respect to any claim based upon or arising from: (a) modification of the Pixellot Systems in any manner not expressly permitted by PlayOn; (b) any use of the Pixellot Systems outside the scope of the license granted in, or contrary to, the provisions of, this Agreement or the EULA; (c) the combination of the Pixellot Systems with any other service or product not authorized by PlayOn or Pixellot; or (d) broadcasting the Content without a license, right or title to do so.
15. **WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.** THE SERVICES AND SOFTWARE PROVIDED BY PLAYON ARE PROVIDED "AS IS." PLAYON MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES WHATSOEVER ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RIGHTS OR OBLIGATIONS OF THE PARTIES HEREUNDER WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND WHETHER BASED ON A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. IN ADDITION, AND NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, PLAYON'S MAXIMUM LIABILITY (FOR ALL CLAIMS IN THE AGGREGATE) TO SCHOOL UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID TO SCHOOL UNDER THIS AGREEMENT. THE LIMITATION IN THE IMMEDIATELY PRECEDING SENTENCE DOES NOT APPLY TO (I) PLAYON'S OR ITS PERSONNEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH; OR (II) PLAYON'S OBLIGATION TO INDEMNIFY SCHOOL FOR THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
16. **Relationship of the Parties.** Each Party shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not create or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement.
17. **Assignment.** This Agreement may not be assigned by either Party without the prior consent of the non-assigning Party.
18. **Entire Agreement; Modification.** This Agreement constitutes the entire understanding between the parties. It supersedes and replaces any and all previous representations, understandings, and agreement, written or oral, relating to the subject matter. There shall be no oral alteration or modification of this Agreement; the Agreement and its terms may not be modified or changed except in writing, approved and signed by both Parties.
19. **E-Verify.** PlayOn acknowledge that immigration laws require it to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program).
20. **Proof of Insurance.** During the Term, PlayOn shall maintain, and (upon School's written request) provide evidence of, commercial general liability, statutory workers' compensation insurances, and such public liability insurance as is reasonably necessary to protect against claims, losses or judgments that might be occasioned by the negligent acts or omissions of PlayOn, its employees or agents. The general liability insurance shall be at least in the amount of \$1,000,000 per incident and a \$2,000,000 aggregate.
21. **Governing Law and Venue.** This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State in which the School resides. Any action at law or judicial proceeding instituted for the enforcement of this Agreement shall be instituted only in the state courts of the State and county in which the School resides.
22. **Counterparts.** This Agreement may be executed in counterparts (including by way of facsimile, PDF or other electronic format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
23. **Waiver.** The failure of either Party to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or either party's delay in the exercise of any such rights or remedies, shall not release the other Party from any of its responsibilities or obligations imposed by law or by this Agreement and shall not be deemed a waiver of any right of such Party to insist upon strict performance of this Agreement.
24. **Compliance with Applicable Laws; Sovereign Immunity.** Each Party shall comply with all applicable laws applicable to it with respect to the services being provided under this Agreement, whether or not specifically referenced in this Agreement. Nothing in this Agreement shall be deemed to waive any sovereign immunity, if any, for injury the School may benefit.

[Signatures on Next Page]



**SCHOOL BROADCAST  
PROGRAM**

Signed:

Date: \_\_\_\_\_

*[Handwritten signature]*

David Greiff  
CRO, School Broadcast Program  
PlayOn! Sports

**Accepted by School:**

Signature:

*[Handwritten signature: Dr. Tim Parnott]*

Name:

*Dr. Tim Parnott*

Title:

*Director of Schools AC*

Email:

*tparnott@acs.ac*

School:

*Clinton High School*

Primary Contact:

*Joshua Reid*

Email:

*jreid@acs.ac*

Mobile Number:

*365-973-5959*

Bookkeeper:

Email:

Phone Number:

IT/Network Contact:

Email:

Phone Number:

Facilities Contact:

Email:

Phone Number:

Subscription Revenue Check Made Out to: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM**

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*[Handwritten signature]*

*3C*


**SCHOOL BROADCAST  
PROGRAM**
**PIXELLOT VENUE INFORMATION**
**Package Shipping Address:**
☐
**School Address**

OR

☐
**Different Address (write below)**

Clinton High School

425 Dragon Drive

Clinton Tennessee 37716

Does your school have a lift that the NFHS Network installer can use for installation?

YES

☐

NO

☐

Please fill out the information below for ALL venues where a Pixelot System will be installed.

	Type of venue (select from drop-down)	Name of venue (e.g. Aux Gym, Soccer Field)	Indoor/Outdoor	Scoreboard Type	Hard-line internet connection available at venue?
1	Gym		Indoor	Select...	
2	Field		Outdoor	Select...	Select...
3					
4					
5					
6					

[Agreement Continues on Next Page]

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&lt;NFHS Network only&gt; [please SKIP]

3C



# SCHOOL BROADCAST PROGRAM

## TEAM-TO-VENUE MAPPING

Are your regular season athletic schedules available through one or more of these partners? Check all that apply:

Arbiter <input type="checkbox"/>	Dragonfly <input type="checkbox"/>	rSchoolToday <input type="checkbox"/>	Maxpreps <input type="checkbox"/>
Home Campus <input type="checkbox"/>	Rank One <input type="checkbox"/>	None of the above <input type="checkbox"/>	Other <input type="checkbox"/>

I have read the above and checked all boxes that apply ☐

Use the tables below to indicate which sports teams play at each Pixelot venue (check all that apply). Please fill out for ALL Pixelot venues.

VENUE: \_\_\_\_\_

	Varsity	JV	Soph	Fresh	Middle
Select...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VENUE: \_\_\_\_\_

	Varsity	JV	Soph	Fresh	Middle
Select...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VENUE: \_\_\_\_\_

	Varsity	JV	Soph	Fresh	Middle
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>





VENUE: \_\_\_\_\_

Varsity	JV	Soph	Fresh	Middle
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VENUE: \_\_\_\_\_

Varsity	JV	Soph	Fresh	Middle
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VENUE: \_\_\_\_\_

Varsity	JV	Soph	Fresh	Middle
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

School agrees that the team-to-venue mapping information provided above is accurate to the best of School's knowledge: YES ☐





## SCHOOL BROADCAST PROGRAM

### EXHIBIT A

#### NETWORK CONFIGURATION REQUIREMENTS

For the most up-to-date Pixelot streaming requirements, go to [support.nfhsnetwork.com](http://support.nfhsnetwork.com) and search for "Pixelot Streaming Requirements."

We highly recommend adding the VPU (Pixelot computer) to a separate VLAN or a DMZ and assigning a static IP address.

VPU's use Google Public DNS 8.8.8.8 as the preferred server. Please use your internal DNS as the alternate. We also ask that Gateway SSL Decryption is bypassed and any Internet Sleep Schedules are disabled.

No inbound firewall rules are required as all connections are outbound. Inbound traffic will still be present, but only after an outbound connection is established. No services will ever connect directly to the host. To publish video and manage the server, the following ports must be open for outbound connections to all IPs:

Port #	Protocol	Purpose	Application
443*	TCP required UDP optional	Remote Management/video streaming	https, agent
123*	TCP	Clock synchronization	NTP-clock sync
2088*	UDP	Video streaming backup	ZIXI broadcaster
5672*	TCP+UDP	Graphics, Watermarks, etc.	Scoreboard Graphics Generation
5678*	TCP+UDP	Backend Zixi broadcasts	ZIXI broadcaster

The following ports are NOT required to broadcast, but are highly recommended for keeping Sportzcast (scoreboard integration device) software up to date.

1402	TCP	Sportzcast cloud connect
1403	TCP	Sportzcast remote support
1935	TCP	Remote Graphics support

In addition, please whitelist the REQUIRED domains in any active content filters below:

- \* nfhsnetwork.com - Communication to scheduling services
- \* pixelot.stream - Communication to streaming services
- \* pixelot.tv - Communication to streaming services
- \* video.google.com - Streaming configuration
- \* geotrust.com - Certificate verification
- \* logmein.com - Remote control for troubleshooting
- \* cloudfront.net - Access to application updates
- \* sportzcast.net - Scoreboard control
- \* app.singularlive - Scoreboard graphics

#### Network Speed Requirements

We recommend an upload speed of at least 10 Mbps. As a reminder, the Pixelot system must be plugged into a ethernet port (not wi-fi or cellular data). For more information about establishing a stable internet connection, please click [here](#).

#### General Guidelines

- DO NOT add any additional user accounts or change any user account settings
  - DO NOT change the password
  - DO NOT add the user to the school's domain
  - Adding/changing user account information affects the system's ability to automatically login after a reboot, which may result in events not broadcasting
  - DO NOT add the computer to the school domain
- DO NOT change firewall settings (or add additional firewall/antivirus software)
  - Antivirus software consumes CPU resources and can disrupt network traffic
- DO NOT make the computer inaccessible
  - Make sure you can access the machine if necessary
- DO NOT leave a monitor, keyboard, mouse, or any other external device plugged in
  - Leaving these plugged in may affect our Support team's ability to remotely access the system for troubleshooting
- DO NOT use the computer for anything unless specifically directed by NFHS Network Support.

#### Video Stream/Data Transmission

1. All video data is transferred from Pixelot to the NFHS Network Servers using Real-Time Messaging Protocol (RTMP)
2. The NFHS Network Servers are all hosted using Amazon Web Services (AWS) in the North Virginia (US East) Data Centers
3. Once received by the NFHS Network, the video data is transcoded using automated servers (no human involvement), and then stored in the AWS S3 Storage Buckets (again hosted on AWS North Virginia)
4. The video is distributed to consumers using HTTP Live Streaming (HLS) using the AWS CloudFront Content Distribution Network.

PIX-SJB-DTS-INDT



## EXHIBIT B

## NFHS NETWORK COMMERCIAL MATERIALS GUIDELINES

Advertising that shall be false, misleading, deceptive, offensive or in poor taste shall be subject to rejection. All advertisements must comply with the applicable laws, rules and regulations of the state associations and/or school Schools that govern the applicable broadcast.

Without limiting the generality of the foregoing, certain categories of advertisements will not be accepted without prior consent, which such consent may be withheld for any reason whatsoever. These categories include the following:

1. Advocacy Advertisements. An advocacy advertisement is any advertisement that advocates a political, religious or controversial public position.
2. Cigarettes or Tobacco Advertisements.
3. Betting or Gambling Advertisements.
4. Firearms Advertisements.
5. 900 Phone Number Advertisements.
6. Contraceptive Advertisements.
7. Tattoo Parlor and Body Piercing Advertisements.
8. "NC-17" Rated Movie Advertisements.
9. Adult Entertainment Advertisements.
10. "R" Rated Movie Advertisements.
11. "M" Rated Electronic (computer or video) Games Advertisements.
12. Hard Liquor Advertisements.
13. Beer, Wine, or other Alcoholic Beverage Advertisements.
14. "High Risk" Investments (e.g., commodities, options, foreign exchange) Advertisements.
15. "High Risk" Business Opportunities (e.g., "get rich quick" schemes and business opportunities) Advertisements.
16. "High Risk" Health Offerings.


**SCHOOL BROADCAST  
PROGRAM**
**EXHIBIT C**
**PLAYON INSTALLATION OF PIRELOT SYSTEM: GUIDELINES**

<b>Hardware</b>	<p>NFHS Network will provide all hardware for the Pixellot System, including:</p> <ul style="list-style-type: none"> <li>• Camera Head</li> <li>• Computer</li> <li>• Scoring Device (either Sportscast or OCR Camera)</li> <li>• P2P System (if necessary)</li> <li>• Standard installation/ mounting accessories</li> </ul> <p><i>If School wants to use a different P2P system, School must pay for and install it.</i></p>
<b>Conduit</b>	<p>NFHS Network will provide and install up to 50' of cable protection anywhere cable is exposed (i.e. accessible by students, etc.)</p> <p>The following areas are NOT considered exposed:</p> <ul style="list-style-type: none"> <li>▪ Gym ceiling infrastructure</li> <li>▪ Above drop ceilings</li> <li>▪ School areas off-limits to general student body (e.g. press boxes, network closets, etc.)</li> </ul> <p><i>If School wants to use a specific type of cable protection or have it installed in a non-exposed area, it must be approved by NFHS Network. School will be responsible for additional materials and labor costs.</i></p> <p><i>NFHS Network will not paint cable or cable protection.</i></p>
<b>Lifts</b>	<p>If School does not have a lift that we can use, NFHS Network will provide a scissor lift (up to 26 ft).</p> <p><i>If installation requires a different lift that is more expensive (over \$500), School must pay the difference in cost.</i></p> <p><i>If School requests floor protection, School must provide it.</i></p>
<b>Cabling</b>	<p>NFHS Network will provide and install all cabling for the Pixellot System and Score Device.</p> <p><i>If School wants to use a different/ specific type of cable, it must be approved by NFHS Network and must be provided by School.</i></p>
<b>Miscellaneous</b>	<p>NFHS Network will NOT perform the following:</p> <ul style="list-style-type: none"> <li>• Roof penetrations</li> <li>• Run cable through plenum spaces</li> <li>• Install a backboard for the Computer cabinet</li> <li>• Install power outlets</li> <li>• Install internet jacks</li> <li>• Run cables from the Pixellot System to School's audio equipment (or any other equipment that is not part of the Pixellot System)</li> </ul>

I agree that I have read and understand the information outlined above: \_\_\_\_\_

**Surplus Information**

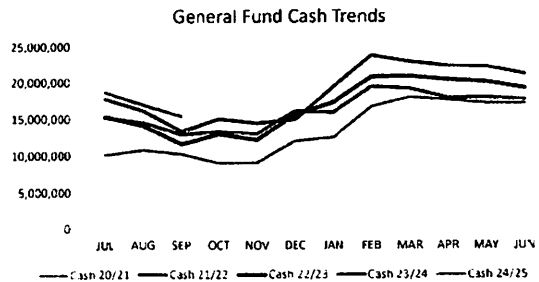
<b>DESCRIPTION</b>	<b>DEPARTMENT</b>	<b>Condition</b>	<b>Starting Bid</b>	<b>Winning Bid</b>
2013 Ford Explorer	Sheriff	Working, starts with a boost	\$500	\$4000
2009 Ford Crown Victoria	Sheriff	Working, starts with a boost	\$400	\$1760
2015 Dodge Charger	Sheriff	Runs but not drivable, missing parts	\$300	\$1349
2008 Ford Crown Victoria	Sheriff	Working, starts with a boost	\$400	\$1702
2009 Ford Crown Victoria	Sheriff	Working, starts with a boost	\$400	\$2785
2011 Ford Crown Victoria	Sheriff	Working, starts with a boost	\$400	\$3663
2011 Ford Crown Victoria	Sheriff	Working, starts with a boost	\$400	\$3562

**ANDERSON COUNTY GOVERNMENT  
CASH AND FUND BALANCE REPORT  
September 30, 2024**

FUND	DESCRIPTION	NON- SPENDABLE	RESTRICTED FUNDS	COMMITTED FUNDS	ASSIGNED FUNDS	UNASSIGNED FUND BALANCE	TOTAL FUND BALANCE	CASH
101	General Fund	\$ -	\$ 2,309,153	\$ 523,537	\$ 4,593,721	\$ 11,493,888	\$ 18,920,299	\$ 15,330,916
115	Library Fund	\$ -	\$ 287,762	\$ -	\$ -	\$ -	\$ 287,762	\$ 262,965
116	Solid Waste/Sanitation Fund	\$ -	\$ 707,480	\$ -	\$ -	\$ -	\$ 707,480	\$ 504,797
118	Ambulance Fund	\$ -	\$ -	\$ -	\$ -	\$ 256,995	\$ 256,995	\$ 200,096
121	American Rescue Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,151,370
122	Drug Control Fund	\$ -	\$ 148,377	\$ 8,754	\$ -	\$ -	\$ 157,131	\$ 163,827
127	Channel 95 Fund	\$ -	\$ -	\$ -	\$ 55,114	\$ -	\$ 55,114	\$ 29,360
128	Tourism Fund	\$ -	\$ 550,574	\$ 228,134	\$ 100,000	\$ -	\$ 878,708	\$ 888,455
131	Highway Fund	\$ 75,128	\$ 269,737	\$ 1,831,719	\$ -	\$ -	\$ 2,176,584	\$ 3,765,422
141	General Purpose School Fund	\$ -	\$ -	\$ 11,205,990	\$ -	\$ -	\$ 11,205,990	\$ 10,463,854
143	Central Cafeteria	\$ 88,414	\$ 4,457,654	\$ -	\$ -	\$ -	\$ 4,546,068	\$ 4,150,926
151	General Debt Service Fund	\$ -	\$ 971,129	\$ -	\$ -	\$ -	\$ 971,129	\$ 1,056,071
152	Rural Debt Service Fund	\$ -	\$ 673,967	\$ -	\$ -	\$ -	\$ 673,967	\$ 1,181,728
156	Education Debt Service Fund	\$ -	\$ 128,972	\$ -	\$ -	\$ -	\$ 128,972	\$ 242,653
171	Capital Projects Fund	\$ -	\$ 479,197	\$ -	\$ -	\$ -	\$ 479,197	\$ 643,022
177	Education Capital Projects Fund	\$ -	\$ 948,621	\$ -	\$ -	\$ -	\$ 948,621	\$ 882,194
263	Employee Benefit Fund	\$ 30,555	\$ -	\$ -	\$ 782,734	\$ -	\$ 813,289	\$ 915,549
		\$ 194,097	\$ 11,932,623	\$ 13,798,134	\$ 5,531,569	\$ 11,750,883	\$ 43,207,306	\$ 44,833,205

\* General Unassigned Fund Balance limit of \$6M requiring 2/3 (11) votes for budget amendments.

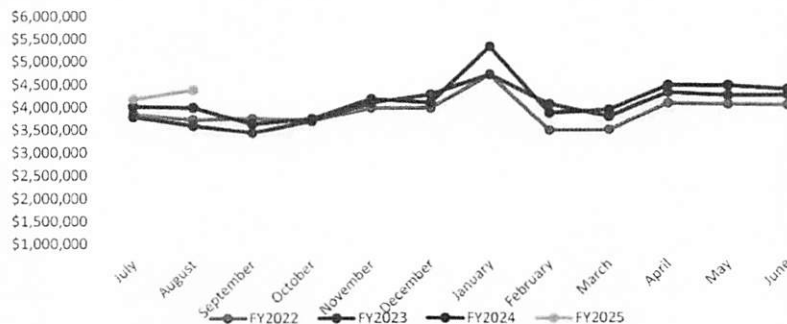
Cash Trends September	
Cash 20/21	10,216,945
Cash 21/22	12,898,667
Cash 22/23	11,577,571
Cash 23/24	13,285,269
Cash 24/25	15,330,916



## Copy of Local Option Sales Tax - Net Breakdown by FY

FY2024	Anderson Co.	Clinton	Rocky Top	Norris	Oak Ridge	Oliver Springs	Out of State	Total	+/-
July	\$499,637.60	\$935,432.32	\$102,159.70	\$46,607.31	\$2,247,025.24	\$118,499.10	\$59,819.45	\$4,009,180.72	6.0%
August	\$500,254.95	\$926,747.98	\$98,402.33	\$43,576.87	\$2,251,218.53	\$113,524.76	\$54,814.98	\$3,988,540.40	11.2%
September	\$498,267.57	\$829,693.94	\$94,982.26	\$44,472.85	\$1,967,736.93	\$123,433.87	\$66,142.24	\$3,624,729.66	5.9%
October	\$396,910.18	\$835,882.72	\$97,479.82	\$42,433.32	\$2,204,981.13	\$119,806.40	\$38,657.92	\$3,736,151.49	1.4%
November	\$571,075.78	\$904,200.44	\$99,587.51	\$49,072.97	\$2,386,633.93	\$124,162.50	\$34,294.14	\$4,169,027.27	2.1%
December	\$532,307.18	\$922,440.70	\$100,427.07	\$44,352.65	\$2,320,943.19	\$117,583.48	\$32,817.52	\$4,070,871.79	-4.2%
January	\$597,913.34	\$1,249,551.98	\$101,379.14	\$50,729.98	\$3,109,781.97	\$132,529.68	\$54,001.85	\$5,295,887.94	13.0%
February	\$463,197.93	\$840,801.01	\$85,022.91	\$36,322.45	\$2,257,927.65	\$123,286.98	\$45,658.68	\$3,852,217.61	-4.6%
March	\$441,473.00	\$900,598.83	\$86,804.45	\$44,262.92	\$2,261,867.52	\$116,953.82	\$61,480.38	\$3,913,440.92	3.9%
April	\$508,342.61	\$948,424.49	\$106,095.26	\$47,724.45	\$2,660,226.92	\$128,789.00	\$44,311.95	\$4,443,914.68	3.6%
May	\$493,848.18	\$922,182.17	\$101,604.30	\$45,094.65	\$2,698,535.39	\$121,936.01	\$52,740.49	\$4,435,941.19	5.1%
June	\$567,955.36	\$976,246.00	\$107,120.87	\$45,031.06	\$2,446,928.85	\$117,326.50	\$86,206.98	\$4,346,815.62	2.9%
Totals:	\$6,071,183.68	\$11,192,202.58	\$1,181,065.62	\$539,681.48	\$28,813,807.25	\$1,457,832.10	\$630,946.58	\$49,886,719.29	3.9%
FY2025	Anderson Co.	Clinton	Rocky Top	Norris	Oak Ridge	Oliver Springs	Out of State	Total	+/-
July	\$491,168.50	\$930,859.52	\$108,725.51	\$44,448.53	\$2,411,025.21	\$124,410.32	\$66,990.18	\$4,177,627.77	4.2%
August	\$511,851.31	\$800,787.50	\$101,851.85	\$47,875.06	\$2,774,632.51	\$124,698.62	\$15,001.64	\$4,376,662.49	9.7%
September									-100.0%
October									-100.0%
November									-100.0%
December									-100.0%
January									-100.0%
February									-100.0%
March									-100.0%
April									-100.0%
May									-100.0%
June									-100.0%
Totals:	\$1,003,019.81							\$8,554,290.26	-82.9%

Local Option Sales Tax - Total Net Collections



ARPA Funding Eligibility Category		REVENUE LOSS	OTHER ELIGIBILITIES	TOTAL			
Total ARPA Allocation		\$ 10,000,000.00	\$ 4,952,074.00	\$ 14,952,074.00			
-Less Budgeted To-Date		\$ (9,999,934.77)	\$ (4,958,396.79)	\$ (14,958,331.56)			
Remaining Allocation		\$ 65.23	\$ (6,322.79)	\$ (6,257.56)			
Interest earned		\$ 306,703.09		\$ 306,703.09			
Remaining Allocation + Interest				\$ 300,445.53	Obligation Deadline 12/31/2024		
	Project Name	BUDGETED	EXPENDED TO-DATE	BUDGETED BUT NOT EXPENDED	PROJECT STATUS	REVENUE LOSS	Date Approved by Commission
1	Employee Retention Payments -Exempt	\$ 85,013.68	\$ 85,013.68	\$ -	Complete	YES	4/18/2022
2	Employee Retention Payments -Non-Exempt	\$ 614,826.78	\$ 614,826.78	\$ -	Complete	NO	4/18/2022
3.1	TN Emergency Broadband Fund Grants -MF Highland	\$ 11,636.84	\$ 11,636.84	\$ -	Complete	YES	2/22/2022
4	GIS Digitized Stormwater System And Outfall Map	\$ 103,060.00	\$ 103,060.00	\$ -	Complete	YES	11/21/2022
5	EMS Budget Fund Balance Adjustment (Worker Comp/Building/Contents/Motor/Pool)	\$ 280,000.00	\$ 280,000.00	\$ -	Complete	YES	8/15/2022
6	Whole Body Scanner for Jail	\$ 135,000.00	\$ 135,000.00	\$ -	Complete	YES	9/20/2023
7	County Paving Projects	\$ 766,991.63	\$ 766,991.63	\$ -	Complete	YES	8/15/2022
7.1	County Paving Projects - New Eligibility	\$ 1,485,844.01	\$ 1,485,844.01	\$ -	Complete	NO	8/15/2022
8	County-wide Assessment for Water- & Sewer Planning	\$ 92,000.00	\$ 92,000.00	\$ -	Complete	YES	3/10/2022
9	Claxton Sewerline Study	\$ 30,000.00	\$ 30,000.00	\$ -	Complete	YES	8/15/2022
10	Witness Room/Archives Relocation	\$ 1,019,170.85	\$ 1,019,170.85	\$ -	Complete	YES	8/15/2022
11	Senior Center Kitchen Improvements	\$ 667,365.84	\$ 667,365.84	\$ -	Complete	YES	5/16/2022
17	A/V Technology for Room 118A	\$ 15,182.53	\$ 15,182.53	\$ -	Complete	YES	5/16/2022
15	Other Vehicles on Capital Requests	\$ 224,823.00	\$ 224,823.00	\$ -	Complete	YES	8/15/2022
16	Sheriff's Vehicles for 2 Years	\$ 899,349.03	\$ 899,349.03	\$ -	Complete	YES	8/15/2022
18	Family Justice Center -Building Purchase	\$ 175,000.00	\$ 175,000.00	\$ -	Complete	YES	8/15/2022
19	EMS Stretchers (12)	\$ 398,409.00	\$ 398,409.00	\$ -	Complete	YES	11/21/2022
21	Oak Ridge Fire Dept. Training Center	\$ 273,500.00	\$ 273,500.00	\$ -	Complete	YES	8/15/2022
22	Other County Capital Outlay Requests (e.g., \$10k Judges)	\$ 9,334.76	\$ 9,334.76	\$ -	Complete	YES	8/15/2022
23	Repair Chimes	\$ 18,635.00	\$ 18,635.00	\$ -	Complete	YES	1/17/2023
24	A/V Technology for Room 312	\$ 13,994.24	\$ 13,994.24	\$ -	Complete	YES	3/20/2023
25	Jail Medical Services	\$ 250,000.00	\$ 250,000.00	\$ -	Complete	YES	5/15/2023
26	EMS Budget Fund Balance Adjustment (FY24)	\$ 516,000.00	\$ 516,000.00	\$ -	Complete	YES	6/19/2023
28	Fire Department/Rescue Squad Equipment	\$ 547,389.89	\$ 547,389.89	\$ -	Complete	YES	8/21/2023
29	EMS AED's	\$ 272,669.74	\$ 272,669.74	\$ -	Complete	YES	8/21/2023
30	Claxton Area Repeater	\$ 13,475.23	\$ 13,475.23	\$ -	Complete	YES	8/21/2023
32	Contributions Child Advocacy Center & American Legion	\$ 18,405.00	\$ 18,405.00	\$ -	Complete	YES	3/18/2024
33	Parks Bobcat	\$ 53,161.25	\$ 53,161.25	\$ -	Complete	YES	5/20/2024
3	TN Emergency Broadband Fund Grants -MF Comcast	\$ 250,000.00	\$ -	\$ 250,000.00	In Progress	NO	2/22/2022
13	IT Infrastructure Needs (e.g., Multi-Factor Authentication)	\$ 150,000.00	\$ 111,307.71	\$ 38,692.79	In Progress	YES	8/15/2022
14	EMS Ambulances for 2 years	\$ 1,357,726.00	\$ 500,511.66	\$ 857,214.34	In Progress	NO	8/15/2022
17	Digital Poll Books -Election Office	\$ 100,000.00	\$ -	\$ 100,000.00	In Progress	YES	8/15/2022
27	TDEC ARP Water Infrastructure Investment Plan (WIIP)	\$ 379,514.92	\$ 67,989.81	\$ 311,525.11	In Progress	YES	6/19/2023
32	County-wide Emergency Communications System	\$ 1,250,000.00	\$ 1,098,270.00	\$ 151,730.00	In Progress	NO	12/18/2023
34	Anderson County Fire Commission Funding for Departments	\$ 330,000.00	\$ 300,000.00	\$ 30,000.00	In Progress	YES	5/20/2024
35	Auto Purchases	\$ 170,281.40	\$ 35,309.40	\$ 134,972.00	In Progress	YES	6/17/2024
37	Sheriff's Vehicles FY25	\$ 572,000.00	\$ -	\$ 572,000.00	In Progress	YES	8/19/2024
40	Senior Center Badge System	\$ 17,290.28	\$ -	\$ 17,290.28	In Progress	YES	9/16/2024
20	CDBG Waterline Project (Buchanan Ln, Judson Rd, Savage Garden)	\$ 450,000.00	\$ -	\$ 450,000.00	Pending	YES	8/15/2022
31	Dental Clinic Redesign/Relocation/Bldg Improvements	\$ 500,000.00	\$ -	\$ 500,000.00	Pending	YES	9/18/2023
36	EMS Vehicles FY25	\$ 425,000.00	\$ -	\$ 425,000.00	Pending	YES	8/19/2024
38	Archives Security Cameras	\$ 16,280.66	\$ -	\$ 16,280.66	Pending	YES	8/19/2024
		\$ 14,958,331.56	\$ 11,103,626.38	\$ 3,854,705.18			

## 2024-2025 Grant Inventory for Anderson County Government

Account Codes (101 unless specified)	Department	Description	Amount of Grant	Amount of matching funds	Grant begin date	Grant end Date	Fed thru State	State	Fed Direct	Grantor	Indirect Cost Recovery
53330	Anderson County Drug Court	TN Certified Recovery Court (TCRCP)	\$ 103,500		7/1/2024	6/30/2025		\$ 133,500		TDMSAS	\$ 8,260
53600-FJC	District Attorney's Office	Family Justice Center	\$ 200,000		7/1/2024	6/30/2025	\$ 200,000			OCJP/VOCA	\$ 3,685
	District Attorney's Office	JAG - 7th CTF	\$ 70,000		7/1/2024	6/30/2025	\$ 70,000			OCJP	
53600-VOCA	District Attorney's Office	Victim's Coordinator Grant (VOCA)	\$ 130,000		7/1/2024	6/30/2025	\$ 130,000			OCJP/VOCA	
54710-790-EMSE1	EMS	EMS Equipment Grant	\$ 134,180	\$ -	7/1/2023	9/30/2024	\$ -	\$ 134,180		TDH	
54410-499-EMPG	Emergency Management	Emergency Management EMPG 2023	\$ 33,709	\$ 33,709	10/1/2022	9/30/2024	\$ 33,709			TEMA	
54410-499-DHS	Emergency Management	Homeland Security Grant 2023	\$ 28,250		9/1/2022	4/30/2025	\$ 28,250			TEMA/DHS	
54410-499-DHS	Emergency Management	Homeland Security Grant 2024	\$ 28,250		9/1/2023	4/30/2026	\$ 28,250			TEMA/DHS	
54410-499-DOE	Emergency Management	Off-Site Emergency Planning and Response	\$ 21,000		12/1/2023	7/31/2024	\$ 21,000			TEMA/DHS	
55110-707-SPNMG	Health Department	Health Department Renovation	\$ 349,000	\$ 116,400	1/13/2023	6/30/2026		\$ 349,000		TDH	
55110-707-AWN	Health Department	Immunization Funding Grant (awning)	\$ 227,000		7/1/2023	12/31/2024	\$ 227,000			TDH	
55190-3000	Health Department	Reimburse County for Contract employees Salaries	\$ 663,600		7/1/2024	6/30/2025	\$ 155,738	\$ 507,862		TDH	
53500-1000	Juvenile Court	Juvenile Court State Supplement Funds	\$ 45,000.00		7/1/2024	6/30/2029		\$ 45,000		DCS	
51900-799-NWDSP	Mayors Office	TDOT Oliver Springs 1 of 2	\$ 942,020	\$ 216,580				\$ 942,020		TDOT	
51900-799-NWDSP	Mayors Office	TDOT Oliver Springs 2 of 2	\$ 711,396	\$ 177,849			\$ 711,396			TDOT	
	Mayors Office	TDOT Old State Circle Bridge	\$ 950,900				\$ 950,900			TDOT	
	Mayors Office	Gibbs Ferry Park (FLAP Grant)	\$ 1,860,000	\$ 201,400					\$ 1,860,000	USDOT	
58190-FIG	Mayors Office	CDBG Food Insecurity	\$ 194,000		12/15/2023	3/31/2026	\$ 194,000			CDBG	
91170-791-CDBG1	Mayor's Office	CDBG Waterlines	\$ 523,207	\$ 107,163	10/15/2020	10/14/2025	\$ 523,207			TDEC/CDBG	
	Mayor's Office	Broadband Accessibility Grant (BRC)	\$ 100,000		7/1/2024	12/31/2026	\$ 100,000			TNECD	
171-81401-TDEC1	Mayors Office/ACWA	Water Infrastructure Investment Plan (WIIP)	\$ 3,795,149	\$ 379,515	3/3/2021	9/30/2026	\$ 3,795,149	\$ -		TDEC	
116-55739	Mayors Office/Solid Waste	Litter Grant (Pick-Up & Prevention Education)	\$ 52,100		7/1/2024	6/30/2025		\$ 52,100		TDOT	
TBD	Mayors Office/ORRCA	Oak Ridge Reservation Community Alliance	\$ 381,587		4/15/2024	6/30/2028	\$ 381,587			TDEC	
101-56300	Mayor's Office/Office on Aging	Office on Aging and Senior Center	\$ 143,687		7/1/2023	9/30/2024	\$ 128,961	\$ 14,726		ETHRA/ETAAAD	
101-56300	Mayor's Office/Office on Aging	Office on Aging and Senior Center	\$ 66,576		7/1/2024	6/30/2025	\$ 51,744	\$ 14,832		ETHRA/ETAAAD	
	Norris Library	East Tennessee Foundation	\$ 3,000		5/1/2024	4/30/2025				ETF	
53310-DVCC	Seesions Judges	STOP, DV Court	\$ 201,000		7/1/2023	9/18/2024	\$ 201,000			OCJP	
101-54110	Sheriff's Department	Governor's Highway Safety Grant	\$ 22,000		10/1/2023	9/30/2024	\$ 22,000			TDHS/ NHSTA	
54230-EBP1	Sheriff's Department	Evidence Based Programming (EBP)	\$ 295,707		5/15/2023	6/30/2025		\$ 295,707		OCJP	
54110-VCIF2	Sheriff's Department	VCIF Collaborative	\$ 1,885,000		8/1/2023	6/30/2025		\$ 1,885,000		OCJP	\$ 16,900
54110-188-SORR1	Sheriff's Department	Sheriff's Office Recruitment and Retention	\$ 200,000		6/30/2023	3/7/2028		\$ 200,000		TDCl	
54110-170	Sheriff's Department	SRO Grant	\$ 1,275,000		7/1/2024	6/30/2025		\$ 1,275,000		TDHS	
128-58110-ARPA	Tourism	Tourism ARPA	\$ 163,357		12/1/2021	11/30/2026	\$ 163,357			TDOT	
128-58110-ENGR	Tourism	Tourism Enhancement Grant	\$ 100,000	\$ 30,000	7/1/2023	6/30/2025		\$ 70,000		TDOT	
128-58110	Tourism	Tourism Marketing Grant	\$ 30,000	\$ 30,000	7/1/2024	6/30/2025		\$ 30,000		TDOT	
	Mayor's Office	Broadband Infrastructure Grant	\$ 20,000	\$ -	7/1/2024	7/31/2025	\$ -	\$ 20,000		TDH	
Current Year Grants							\$ 8,117,249	\$ 5,968,927	\$ 1,860,000	\$ 15,946,176	\$ 28,845
Prior Year Grants							\$ 8,680,171	\$10,387,755		\$ 19,067,927	



### TYPE OF AMENDMENT

0083467

John Vickery, Fleet Service Director

DATE      9/23/2024

INCREASE / <u>DECREASE</u> (circle one)		CODE DESCRIPTION	
101-54900-453	Vehicles Parts	\$	3,000.00
<b>Motion</b> <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O			
<b>Seconded</b> _____			
<b>Motion</b>		\$	3,000.00

**Replinish line item.**

**One time transfer.**

*Please attach additional sheet if more information is needed*

①

## ANDERSON COUNTY GOVERNMENT BUDGET AMENDMENT REQUEST

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**Important Note:** This form is due to the Budget Director's Office by 2:00 p.m. on the Tuesday before the Budget Committee meeting.

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### TYPE OF AMENDMENT

TRANSFER: ☒

APPROPRIATION: ☐

**0083468**

DEPARTMENT: Veteran Service Office

FROM: Scott Nation  
(Department Contact Person)

DATE: October 4, 2024

<u>INCREASE / DECREASE CODE:</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
101-58300-334	Maintenance Agreements	\$500.00

*500*

<u>INCREASE / DECREASE CODE:</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
101-58300-435	Office Supplies	\$500.00

Justification / Explanation: General Supplies for the Veterans Service office and this years maintenance agreement contract is being paid by the Tennessee Department of Veteran Services.

*\*\*Please attach additional sheet if necessary for additional information.*

②

## ANDERSON COUNTY BUDGET AMENDMENT REQUEST

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Tuesday before the Budget Committee meeting.**

## TYPE OF AMENDMENT

TRANSFER: ☒ *Full Commission*  
 DEPARTMENT: *ARP Funds*  
 51500 Election Commission

APPROPRIATION: ☐ 0083469  
 FROM: M. Stephens

INCREASE / DECREASE <small>circle</small>	CODE DESCRIPTION	AMOUNT
709	Data Processing Equipment	7,500
121-91401-731-6507		
	TOTAL	

INCREASE / DECREASE <small>circle</small>	CODE DESCRIPTION	
121-91401-731-64007	Poll Pad Grant (ARC grant)	7,500
	TOTAL	7,500

Motion		
<input type="checkbox"/> To Approve		
<input type="checkbox"/> To Refer		
<input type="checkbox"/> With <input type="checkbox"/> W/O		
Seconded		
Motion		

Detailed Justification / Explanation

We are requesting that ARC grant money designated for Poll Pad - be reallocated (\$7,500 of a \$100,000 grant) to purchase a new server for the office. The current one is 6+ years old, and in need of replacement. It has shown signs of wear, with errors, and a decline in efficiency. IT Brian has said it is in need of replacement, with a replacement cycle of ~ 5 years.

*WJS*

③





**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Tuesday before the Budget Committee meeting.**

### TYPE OF AMENDMENT

TRANSFER: ☐APPROPRIATION: ☐

0083472

DEPARTMENT:

FROM:

County Clerk

Jeff Cole

6/3/2024

Increase	CODE DESCRIPTION	AMOUNT
101-34515	County Clerk-Data Proc.	\$ 16,900.00
	TOTAL	\$ 16,900.00

Increase	CODE DESCRIPTION	
101-52500-711	County Clerk-Furniture and Fixtures	\$ 1,800.00
101-52500-709	County Clerk-Data Processing Equip	\$ 14,400.00
101-52500-435	County Clerk-Office Supplies	\$ 700.00
	TOTAL	\$ 16,900.00

Motion

☐

To Approve

☐

To Refer

☐

With

☐

W/O

Seconded

Motion

Detailed Justification:

Storage shelves due to relocation-remodel/ Credit card swipes with signature pads due to updates and audit reasons/ Two Dell computers to replace old outdated ones.

Impact on 24/25 Budget

One Time Increase

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Tuesday before the Budget Committee meeting.**

## TYPE OF AMENDMENT

**TRANSFER:**

**APPROPRIATION:**

DEPARTMENT:

**FROM:** Jeff Cole

0083473

County Clerk

6/3/2024

Decrease	CODE DESCRIPTION	AMOUNT
101-34515-TITLE	Restricted - Title fees	\$ 16,000.00
	TOTAL	\$ 16,000.00

Increase	CODE DESCRIPTION	
101-52500-162	County Clerk-Clerical Personnel	\$ 16,000.00
	TOTAL	\$ 16,000.00

Motion		
<input type="checkbox"/> To Approve		
<input type="checkbox"/> To Refer		
<input type="checkbox"/> With <input type="checkbox"/> W/O		
Seconded		
Motion		

**Detailed Justification / Explanation :**

**Half position Drivers License Clerk.**

### Impact on 24/25 Budget

### One Time Increase

*Please attach additional sheet if more information is needed*

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.**

**TYPE OF AMENDMENT**

TRANSFER:  
DEPARTMENT: Clerk & Master

APPROPRIATION: X  
FROM:

**0083474**

DECREASE	CODE DESCRIPTION	AMOUNT
101-34520-7000	Clerk & Master Restricted Data Processing Funds	\$ 3,000.00
	<b>Total</b>	<b>\$ 3,000.00</b>
<b>INCREASE</b>		
101-53400-334	Chancery Court - Maintenance Agreements	\$ 3,000.00
	<b>Total</b>	<b>\$ 3,000.00</b>
<b>Motion</b> <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O		
<b>Seconded</b> _____ <b>Motion</b> _____		
<b>Detailed Justification / Explanation :</b>		
Current Budget does not allow for payment of past due invoices from Dex Imaging and any future invoices from them.		
<b>Impact on 25/26 Budget - No</b>		

8



### TYPE OF AMENDMENT

0083475

John Vickery, Fleet Service Director

DATE 9/23/2024

INCREASE / <del>DECREASE</del> (circle one)		CODE DESCRIPTION	
101	48140-FLEET	Revenue for Contracted Services	\$ 10,799.00
<b>Motion</b> <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O			
<b>Seconded</b>			
<b>Motion</b>			\$ 10,799.00

**Replacment of tire changer for Fleet Service. Old tire changer was transferred to school system.**

**One time transfer.**

*Please attach additional sheet if more information is needed*

9.

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.**

**TYPE OF AMENDMENT**

TRANSFER:

APPROPRIATION: X

**0083476**

DEPARTMENT: Finance

FROM: Robby Holbrook

Finance

DECREASE	CODE DESCRIPTION	AMOUNT
263-39900	Fund Balance	\$ 3,750.00
	<b>Total</b>	<b>\$ 3,750.00</b>
<b>INCREASE</b>		
263-51900-599-WELLP	Other General Administration - Other Charges - Wellness Program	\$ 3,750.00
	<b>Total</b>	<b>\$ 3,750.00</b>

Motion

☐

To Approve

☐

To Refer

☐

With

☐

W/O

Seconded

Motion

Detailed Justification / Explanation :

Board of Trustees approved funding for AC Wellness Program. See attached minutes.

Appropriation for wellness was provided in past budgets.

Impact on 25/26 Budget - No

**Anderson County Employee Insurance Board of Trustees  
Meeting Minutes: October 1, 2024**

**Members Present** – Terry Frank, Robby Holbrook, Phil Yager, Shain Vowell, and Andrew Stone

**Others Present** – Lekan Tupper, Katherine Kleehammer, Jilliane McNew, and CBIZ's Kari Presley and Seamus McNally (both virtually)

**Call to Order** – T. Frank called the meeting to order at 2:03 p.m.

**Approval of Minutes**

Motion made by P. Yager and second by S. Vowell to approve the minutes of the April 16, 2024, Board of Trustees meeting as presented. Motion passed by voice vote.

**Public Comments** - none

**Approval of the Agenda**

R. Holbrook made a motion, second by P. Yager, to move item 6 to the first item for discussion, and item 5 to the second item for discussion. Motion passed

**Action and/or Discussion Items**

1. Patient Assistance Program: P. Yager made a motion, second by R. Holbrook, to contract with FedLogic to provide an available education option to qualified employees who might want assistance with Social Security and healthcare paperwork. Motion carried. (Attachment A)
2. Diabetic Program and Continuous Glucose Monitors/ Sleep Study Home Test:
  - A) Board members asked for more information about CGMs and the percentage of use by employees. Jilliane McNew gave a brief review of why CGMs are prescribed and how they can help in the management of diabetes. Any related action was tabled until more information is prepared.
  - B) As for the home sleep study option, R. Holbrook made a motion to offer the Home Sleep Study option through the Thrive Health and Wellness Clinic. Second by P. Yager. Motion carried.
3. Benefit Contracts: P. Yager made a motion, seconded by R. Holbrook, to authorize K. Kleehammer to get quotes for a 1-year agreement and a 3-year agreement from CBIZ before the Board decides about the CBIZ contract that expires in December 2024. Motion carried.
4. Fund 263 Financial Report: R. Holbrook reviewed the financials from FY 23/24 and the first quarter of FY 24/25 (Attachment B)
5. Discussion Only: HRA Scorecard. The Board discussed options for additional requirements to earn Health Risk Assessment insurance premium reductions. Topic will be placed on a future agenda.
6. Wellness Program: P. Yager made a motion, seconded by S. Vowell, to recommend to Budget Committee a budget amendment of \$3,750 for the county's employee wellness program. Motion carried.

**Unfinished Business** – none

**New Business** – none

**Adjournment** – The meeting was adjourned at 3:30 p.m.

## ANDERSON COUNTY BUDGET AMENDMENT REQUEST

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.**

## TYPE OF AMENDMENT

TRANSFER: ☐APPROPRIATION: ☐

10/4/2024

DEPARTMENT:

FROM:

0083477

Drug Court Revenue Grant

John Prince

Increase	CODE DESCRIPTION	AMOUNT
101-46220	Drug Court Grant	\$ 30,000.00
	TOTAL	\$ 30,000.00



Increase	CODE DESCRIPTION	
101-53330-399	Drug Court - Other Contracted Services	\$ 30,000.00
	TOTAL	\$ 30,000.00

Detailed Justification / Explanation :

To allocate an increase in revenue for the Drug Court Grant for contracted services.

Impact on 25/26 budget -

No effect

 <b style="font-size: 1.2em; margin-left: 10px;">GRANT AMENDMENT</b>					
Agency Tracking # 33901 No longer used		Edison ID 82927	Contract # See Edison ID	Amendment # 1	
Contractor Legal Entity Name Anderson County Government				Edison Vendor ID 4145	
<b>Amendment Purpose &amp; Effect(s)</b> The purpose of this amendment is to add State funding to this Grantee's Tennessee Certified Recovery Court Program (TCRCP) grant contract to provide service recipients additional services to meet Federal and State program goals.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			End Date: June 30, 2025		
TOTAL Contract Amount <u>INCREASE</u> or <u>DECREASE</u> <u>per this Amendment</u> (zero if N/A):					<b>\$ 30,000.00</b>
<b>Funding —</b>					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2025	\$103,500.00				\$103,500.00
2025	\$30,000.00				\$30,000.00
<b>TOTAL:</b>	<b>\$133,500.00</b>				<b>\$133,500.00</b>
<b>Budget Officer Confirmation:</b> 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.  <div style="text-align: center; margin-top: 50px;">  </div>			<b>CPO USE</b>		
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT ONE  
OF GRANT CONTRACT 82927**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Mental Health and Substance Abuse Services, 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.1. Maximum Liability is deleted in its entirety and replaced with the following:
  - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Thirty-Three Thousand Five Hundred Dollars (\$133,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One [1] is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
2. Grant Contract Attachment One (1) (Grant Budget) is deleted in its entirety and replaced with new Attachment One (1) (Grant Budget) 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 once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

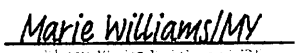
**FOR THE PROVISION OF THE TENNESSEE CERTIFIED RECOVERY COURT PROGRAM (TCRCP):**

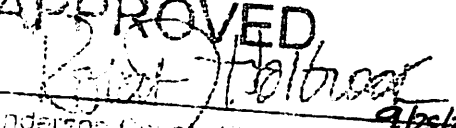
**IN WITNESS WHEREOF,**

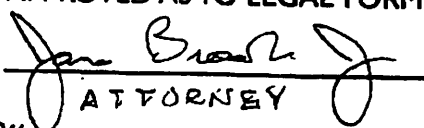
**ANDERSON COUNTY GOVERNMENT:**


9/25/2024  
 \_\_\_\_\_  
 GRANTEE SIGNATURE DATE  
 Terry Frank county mayor  
 \_\_\_\_\_  
 PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

**DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:**

  
 \_\_\_\_\_  
 MARIE WILLIAMS, COMMISSIONER Sep 26, 2024  
 \_\_\_\_\_  
 DATE

**APPROVED**  
  
 \_\_\_\_\_  
 Anderson County Finance Director

**APPROVED AS TO LEGAL FORM**  
  
 \_\_\_\_\_  
 ATTORNEY

GRANT BUDGET SUMMARY				
Agency Name: Anderson County Government				
Program Code Name: Recovery Courts - Adult				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN 7/1/2024	END: 6/30/2025	
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes <sup>2</sup>	\$69,225.00	\$0.00	\$69,225.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$31,500.00	\$0.00	\$31,500.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$11,005.00	\$0.00	\$11,005.00
11, 12	Travel, Conferences & Meetings <sup>2</sup>	\$5,510.00	\$0.00	\$5,510.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$8,000.00	\$0.00	\$8,000.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost <sup>2</sup>	\$8,260.00	\$0.00	\$8,260.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$133,500.00	\$0.00	\$133,500.00

<sup>1</sup> 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>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**GRANT BUDGET LINE-ITEM DETAIL:**

Agency Name: Anderson County  
Government  
Program Code Name: Recovery Courts -  
Adult  
Begin Date: 7/1/2024  
End Date: 6/30/2025

<b>SALARIES, BENEFITS &amp; TAXES</b>	<b>AMOUNT</b>
Salaries	\$54,732.00
Benefits and Taxes	\$14,493.00
<b>TOTAL</b>	<b>\$69,225.00</b>

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Costs for Lab Services with Redwood Toxicology	\$1,500.00
Treatment Specialist	\$30,000.00
<b>TOTAL</b>	<b>\$31,500.00</b>

<b>SUPPLIES (Includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE &amp; SHIPPING, OCCUPANCY, EQUIPMENT RENTAL &amp; MAINTENANCE, PRINTING &amp; PUBLICATION</b>	<b>AMOUNT</b>
Cost for drug screen testing and Office Supplies	\$11,005.00
<b>TOTAL</b>	<b>\$11,005.00</b>

<b>TRAVEL, CONFERENCES &amp; MEETINGS</b>	<b>AMOUNT</b>
Cost to cover local travel and Conference Travel	\$500.00
Training and Conference for up to 12 attendees at the conference and Coordinator Conference	\$4,760.00
Dues and TARCP Membership	\$250.00
<b>TOTAL</b>	<b>\$5,510.00</b>

<b>SPECIFIC ASSISTANCE TO INDIVIDUALS</b>	<b>AMOUNT</b>
Specific Assistance to Individuals	\$8,000.00
<b>TOTAL</b>	<b>\$8,000.00</b>

<b>INDIRECT COST</b>	<b>AMOUNT</b>
Indirect Cost	\$8,260.00
<b>TOTAL</b>	<b>\$8,260.00</b>



**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.**

**TYPE OF AMENDMENT**TRANSFER: ☐APPROPRIATION: ☐

0083478

DEPARTMENT:

FROM:

Finance/Mayor's OfficeJohn Prince

Increase	CODE DESCRIPTION	AMOUNT
101-58190-399-BRAG1	BRAG Identification Grant- Other Contracted Services	\$ 20,000.00
	TOTAL	\$ 20,000.00

Increase	CODE DESCRIPTION	
101-46190-BRAG1	BRAG Identification Grant- Other General Government Grants	\$ 20,000.00
	TOTAL	\$ 20,000.00

Detailed Justification / Explanation :


To allocate funds for the BRAG identification grant.

Impact on Next Year's Budget -

No effect

25-0062

06.25.24v2 GG

 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)																																																					
<b>Begin Date</b> 8/1/24		<b>End Date</b> 7/31/25		<b>Agency Tracking #</b> 32701-25-174	<b>Edison ID</b> TBD																																																
<b>Grantee Legal Entity Name</b> Anderson County Government					<b>Edison Vendor ID</b> 0000004145																																																
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		<b>Assistance Listing Number</b>  <b>Grantee's fiscal year end: 6/30</b>																																																			
<b>Service Caption (one line only)</b> Inventory of brownfield sites																																																					
<table border="1"> <thead> <tr> <th colspan="6">Funding —</th> </tr> <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>FY25</td> <td>20,000.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>20,000.00</td> </tr> <tr> <td>FY26</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td></td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td></td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td></td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td><b>TOTAL:</b></td> <td><b>\$20,000.00</b></td> <td><b>0.00</b></td> <td><b>0.00</b></td> <td><b>0.00</b></td> <td><b>\$20,000.00</b></td> </tr> </tbody> </table>						Funding —						FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount	FY25	20,000.00	0.00	0.00	0.00	20,000.00	FY26	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	<b>TOTAL:</b>	<b>\$20,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$20,000.00</b>
Funding —																																																					
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<b>TOTAL:</b>	<b>\$20,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$20,000.00</b>																																																
<b>Grantee Selection Process Summary</b> <input checked="" type="checkbox"/> Competitive Selection <p>TDEC assembled a panel of 15 subject matter experts to review, rank, and recommend grant applications for funding. Other subject matter experts may be included in review discussions or asked to contribute specific feedback necessary for completing the reviewing, ranking, and recommending process. Proposals will be reviewed and ranked relative to other proposals within the project award type following close of the application period. Proposals will not be ranked as they are received. A proposal will receive a score ranging from 0 to the maximum available points, using whole numbers. Proposals with the highest total points at the end of scoring will be considered for funding. Each proposal will be evaluated using a scoring rubric.</p>																																																					
<input type="checkbox"/> Non-competitive Selection																																																					
<b>Budget Officer Confirmation:</b> 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																																																	
<b>Speed Chart (optional)</b> EN00022586/32738		<b>Account Code (optional)</b>																																																			

### TYPE OF AMENDMENT

0083479

10/7/24

19,965

Please attach additional sheet if more information is needed

**Budget Committee meeting.**

TRANSFER: 

APPROPRIATION: ☒

0083480

**FROM:**

Tourism Fund

Mayor Frank

10/7/24

<b>INCREASE</b> / DECREASE (circle one)	CODE DESCRIPTION	AMOUNT
128-58110-316-ASPIR	Tourism Fund-Contributions	\$101,440.00
		<b>\$101,440.00</b>

[illegible]

**Detailed Justification / Explanation** This request is to utilize tourism-generated funds for tourism-related capital infrastructure improvement for conduit and pull boxes for sidewalks to Aspire Park, a free community park. The conduit and pull boxes will be installed during sidewalk construction for lighting that will be installed. See attached sidewalk drawings, and attached Estimate of Cost from TDOT. Conduit and Pull Box underlined.

**What Impact does this amendment/appropriation have on next year's budget (one-time amendment or permanent increase)?**

*Please attach additional sheet if more information is needed*

## Anderson County SR-9 (US-25, Clinch Ave) from Near Carden Farm Drive to Near Yarnell Road (Aspire Park Support Project)

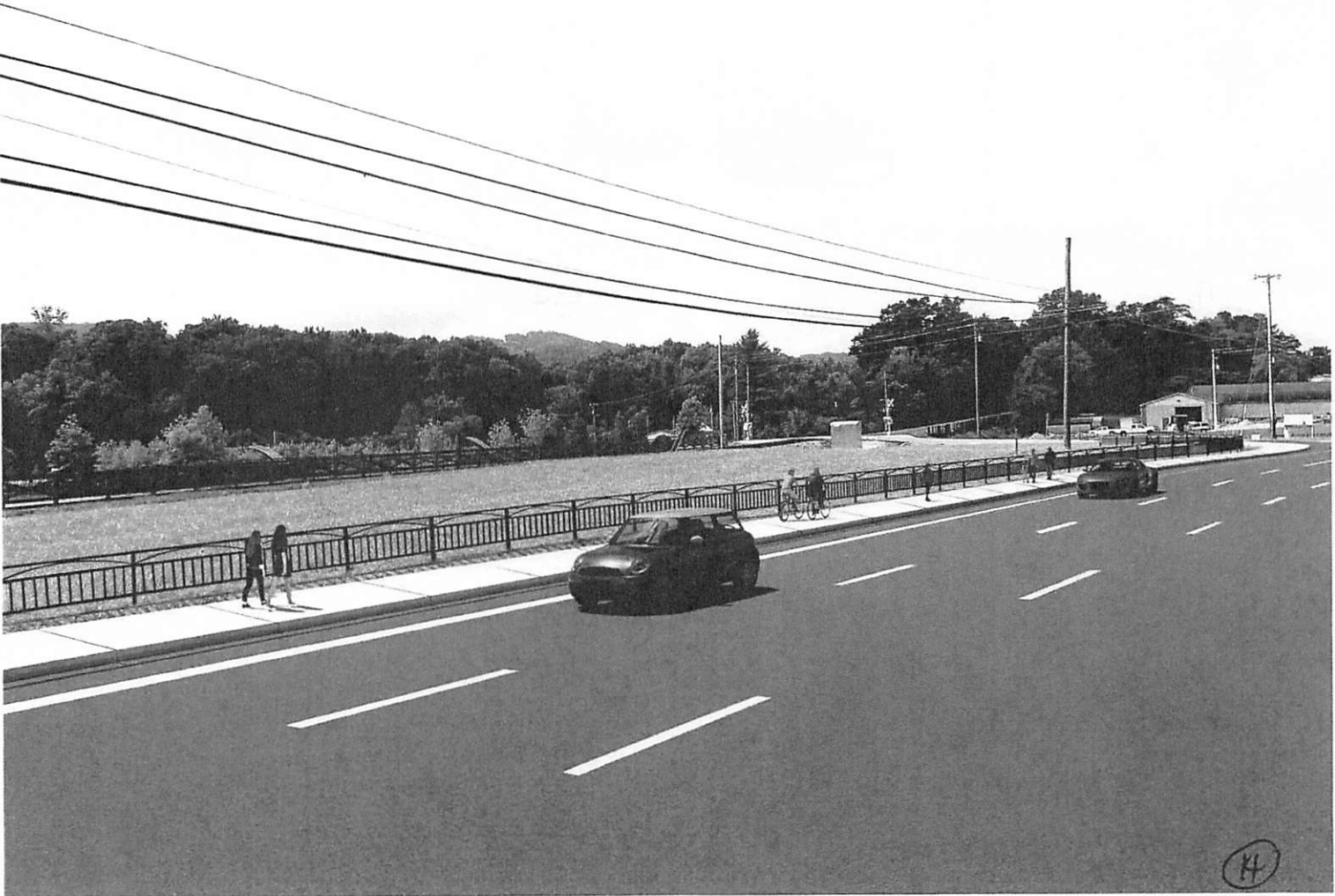
## Estimated Roadway Lighting Construction Costs

Item No.	Unit Description	Unit	Estimated Quantity	Unit Cost	Total Cost
714-03.01	DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 40)	LF	3,400	\$23.00	\$78,200.00
714-05.04	PULL BOX (TYPE C)	EACH	14	\$1,660.00	\$23,240.00
714-06.08	CABLE (ALL TYPES)	LF	10,200	\$2.00	\$20,400.00
*714-08.09	LIGHT STANDARD (20' MH Decorative)	EACH	34	\$4,000.00	\$136,000.00
714-08.20	FOUNDATION (ONLY) FOR LIGHT STANDARD	EACH	34	\$4,330.00	\$147,220.00
714-09.09	LUMINAIRES (49 WATTS)	EACH	34	\$1,640.00	\$55,760.00
714-12.01	CONTROL CENTER	LS	1	\$18,000.00	\$18,000.00
714-12.02	CONTROL CENTER	LS	1	\$18,000.00	\$18,000.00
**714-25.01	ELECTRICAL CONNECTION	LS	1	\$11,000.00	\$11,000.00
**714-25.02	ELECTRICAL CONNECTION	LS	1	\$11,000.00	\$5,000.00
SUB-TOTAL CONSTRUCTION COST (rounded)					\$512,800
Engineering and Contingency (15%)					\$76,920
TOTAL CONSTRUCTION COST (rounded)					\$589,700
Preliminary Engineering (10%)					\$58,970
SR 9 (Anderson County) PROJECT COST (rounded)					\$648,700

\* Based on 100' spacing between light poles

\*\*Based on the electric service points/transformers are existing and in the vicinity of the project.

AC REQUEST: 101,440.00  
 PORTION  
 (14)





14





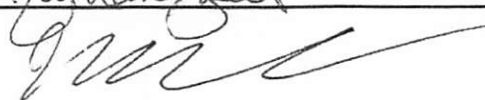
Anderson County Government Grant Pre-Application Notification Form	
Department or Organization Applying for Grant: EMS	
Grant/Program Title: TNRMT Safety Grant	
Grant Beginning Period: November 2024 is award date given	
Grant Ending Period: None provided	
Grant Amount: \$6,077.00	
Funding Agency (i.e. State, Federal, Private): Private	
Funding Agency Contact Information	
Name	Tennessee Risk Management Trust
Address	101 Tamaras Way, Hendersonville, TN 37075
Phone	
Fax	
Email	Grants@tnrmt.com
Funding Percentage or Match (i.e. 100% or 75% / 25%): 100%	
Funding Type (Revenue Advanced or Reimbursed): Revenue Advanced	
Ongoing Funding Requirements (Yes/No & Length Required): No	
Indirect Cost Availability (Yes/No): No	
Grant Beneficiary: Anderson County Government	
Purpose of Grant: Funding to purchase a train-the-trainer safety training program which will allow us to train current and future EMS staff safety techniques for lifting and patient handling. Targeting a decrease in provider acute and long term injuries. It is an initial course and annual training which will be performed by EMS personnel.	
Person/Dept. Responsible for Grant Program Management: Nathan Sweet / EMS	
Person/ Dept. Responsible for Reporting Expenditures: Nathan Sweet / EMS	
Person/ Dept. Responsible for Requesting Revenue Claims: Nathan Sweet / EMS	
Grant Requirements for Continuation of Program or Cooperative Agreements: None	
Grant Requirements for Equipment, Ownership & Insurance: None, it is for a training program.	
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.: None	
Grant Requirements for Employment or Contracted Services: None	
Will this grant add Value to Anderson County Fixed Assets? (Yes/ No): No	
Will this grant add Expense to Anderson County's Insurance Expense? (Yes/No): No	
Approving Official Signature	Date 9/23/24

*[Handwritten Signature]*

9/23/24

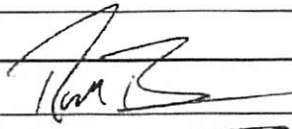
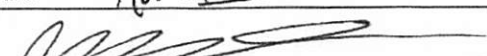
SECH

Anderson County Government Grant Pre-Application Notification Form	
Department or Organization Applying for Grant: EMS	
Grant/Program Title: Covenant Health Community Contributions	
Grant Beginning Period: 01/01/2024	
Grant Ending Period: 12/31/2024	
Grant Amount: \$33,725.07	
Funding Agency (i.e. State, Federal, Private): Private	
Funding Agency Contact Information	
Name	Covenant Health
Address	244 Fort Sanders West Blvd., Knoxville, TN 37922
Phone	865-531-5210
Fax	865-531-5211
Email	philanthropy@covhlth.com
Funding Percentage or Match (i.e. 100% or 75%/ 25%): 100%	
Funding Type (Revenue Advanced or Reimbursed): Not Specified	
Ongoing Funding Requirements (Yes/No & Length Required): No	
Indirect Cost Availability (Yes/No): No	
Grant Beneficiary: Anderson County Government	
Purpose of Grant: Applying for a new training manikin to be used in all of our training programs and classes. Current	
Manikin is almost 20 years old.	
Person/Dept. Responsible for Grant Program Management: Nathan Sweet / EMS	
Person/ Dept. Responsible for Reporting Expenditures: Nathan Sweet / EMS	
Person/ Dept. Responsible for Requesting Revenue Claims: Nathan Sweet / EMS	
Grant Requirements for Continuation of Program or Cooperative Agreements: None	
Grant Requirements for Equipment, Ownership & Insurance: None	
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.: None	
Grant Requirements for Employment or Contracted Services: None	
Will this grant add Value to Anderson County Fixed Assets? (Yes/ No): No	
Will this grant add Expense to Anderson County's Insurance Expense? (Yes/No): No	
Approving Official Signature	Date 10/7/24

*Nathan Sweet*  


10/7/24  
 10/7/24

SCA

<b>ANDERSON County Government Grant Pre-Application Notification Form</b>	
Department/Office/Agency Applying for Grant: <b>Anderson County Sheriff Office</b>	Application Deadline: October 10, 2024
Fund Source Type (i.e. State-Direct, Federal thru State, Federal-Direct, Other): Other	
Funding Agency Name: Anderson County Sheriff Office	
Grant/Program Title: Firehouse Subs Public Safety Foundation	
Grant Period Begins: October 10, 2024	
Grant Period Ends: January 2025	
Total Grant Project Costs: \$ 24,995.00	
Grant Amount Provided by Funding Agency: \$ 24,995.00	
Is a County Match Required?: NO      Cash <input type="checkbox"/> or In-Kind <input type="checkbox"/> or Both <input type="checkbox"/>	
County Matching Amount Required: \$ 0	
Grant Revenue Type (Advance Payment or Reimbursement) : Advance Payment	
Indirect Cost Availability: No	
Purpose of Grant: To provide lifesaving equipment to our deputies	
Person Responsible for Grant Program Management (Program Manager): Lounicia Bolton	
Person Responsible for Approving Allowable Costs:	
Person Responsible for Requesting Revenue Claims:	
Post Grant Obligations: No	
Post Grant Obligation Information (ongoing staffing, programing, maintenance, etc.): None	
Grant Requirements for Equipment, Ownership & Insurance : None	
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.: None	
Grant Requirements for Contracted Services: None	
Will this grant add Value to Anderson County Fixed Assets? (Yes/ No): Yes	
Will this grant add Expense to Anderson County's Insurance Expense? (Yes/No): No	
<b>Funding Agency Contact Information</b>	
Contact Name/Title	Firehouse subs
Phone	Not available at this time
Email	foundation@firehousesubs.com
Submitting Department Head Signature:	 Date 9-24-24
Grant Coordinator Signature:	 Date 9-27-24

SECA



## MEDICINE IN BAD PLACES

Attention:

Lounicia Bloton

QUOTE :  
**XX-24-00249**

Date: 09/18/24

INVOICE Number: XX-TBA- Pending approval

Equipment Purchase \*NEW ISSUE\*

1-800-726-1760  
shawnsoler@  
[medicineinbadplaces.com](http://medicineinbadplaces.com)  
Mail Payments to:

Medicine in Bad Places  
PO Box 1007  
Selden, NY 11784

Description	Units	Rate	TOTAL
Stop The Bleed Kits MIBP MFAK	60	\$113.00	\$6,780.00
Seal Hemostatic agent kits	60	\$32.00	\$1,920.00
Gas Masks w Cartridge & Pouch w 20 year warranty	50	\$325.00	\$16,250.00
Subtotal			24,950.00
			<b>\$24,950.00</b>
SHIPPING			\$45.00
Total			<b>\$24,995.00</b>

Notes:

\*IFAKS have 5 Year warranty Use replaces \*Gloves NOT Included in replacement

\*MIRA Safety CM-6M and Cartridges have 20 warranty included

**THANK YOU** for considering us for this project

Shawn Soler

TEAM MIBP

See A



## ANDERSON COUNTY GOVERNMENT

TERRY FRANK  
COUNTY MAYOR

October 7, 2024

Commissioner Shain Vowell  
Chairman, Anderson County Budget Committee

RE: Budget Agenda

Dear Chairman Vowell and Honorable Members of Budget Committee:

### Request/Proposal No. 1

I have attached a proposal from Robert G. Campbell & Associates for work on an expanded site, to include relocation on Anderson County owned property, for improvements to the Anderson County Recycling program. Chairman McKamey, and the Solid Waste Advisory Committee have been working on a Material Recovery Facility (MRF), and met on-site on to review the property. The University of Tennessee has assigned appropriate students in the field of recycling and waste to do technical work on a MRF, including cost, material design, etc.

Chairman McKamey and members asked that I request funds for site development to cover the engineering, preliminary grading and drainage plan, final design drawings with construction details. That estimate is attached. The request is to utilize ARP funds.

Proposal is attached.

### Request/Status No. 2

The Tennessee General Assembly passed new legislation that as enacted, makes revisions to law related to global positioning monitoring systems devices, including requiring the court to order an offender to wear such a device, as well as afford a victim the ability to be notified if the offender is within a prescribed proximity.

It has been determined upon meeting with the Judges, District Attorney Generals Office, Sheriff, Clerk and court staff, Detention Center, and others, that Pre-Trial is the best equipped to manage the overseeing of GPS compliance and filing of any violations of GPS monitoring conditions. I wanted to make Budget Committee aware today that I will be requesting funding

for one additional personnel, as well as an appropriate salary adjustment for the two existing staff for the growing electronic monitoring needs. I will be working with Special Counsel Brooks to look at the Pre-Trial Department, and present any necessary authorizations for Pre-Trial to expand the scope of the department. Commission had already authorized a grant to utilize Pre-Trial staff for indigent monitoring, however, the monitoring duties have grown beyond indigency, and this new law will grow monitoring further.

Sincerely,

A handwritten signature in black ink, appearing to read 'Terry Frank', with a stylized, cursive script.

Terry Frank



**Robert G. Campbell & Associates**

7523 Taggart Lane  
Knoxville, TN 37938  
Ph: 865-947-5996  
Fax: 865-947-7556

621 Wall Street  
Sevierville, TN 37862  
Ph: 865-429-4683  
fax 865-429-4684

## PROPOSAL

**TO:** Mayor Terry Frank  
**Anderson County**  
100 North Main Street  
Clinton, TN 37716

**FROM:** Robert G. Campbell & Associates

**DATE:** October 7, 2024

**SUBJECT:** Proposal for Survey and Design Services –  
Blockhouse Valley Center – Recycling Center

Thank you for consideration of our firm relative to this project. We understand that you wish RGC&A to prepare construction drawings for the relocation of the blockhouse Valley Center to a different location and make improvements to the facility. We have performed a boundary survey and have overlayed it with State LIDAR contours at Anderson County's request. Our remaining tasks are as follows:

- 1) Meet with Recycling personnel to develop the facilities needed in the new center Anderson County to provide building sizes and other information necessary for a layout;
- 2) Prepare conceptual drawings for approval by Anderson County of the location on the site and the configuration of the new facilities;
- 3) Field survey to locate the exact topo for the area of the new center;
- 4) Preliminary grading and drainage plan with preliminary cost estimate;
- 5) Final design drawings with construction details;
- 6) SWPPP for TDEC approval;
- 7) Evaluate site for drainfield and prepare appropriate drawings to receive Health Department approval for septic lines and tank;
- 8) Prepare bid documents and specifications – assist Anderson County in bid process;
- 9) Review of shop drawings and contract administration during the project including pay request approval and erosion inspections;

Our fee to perform this work for these items is **\$56,500**. Total fees will not exceed the quoted amounts without a change in the scope of work or your prior approval. Permit submittal and review fees are not included.

SCB

Items not included:

- Geotechnical investigation of the site;
- Retaining wall, foundation or other similar design;
- Resident project inspection can be provided on an hourly basis. Assuming project is 5 months in duration, estimated cost would be \$60,000;
- Architectural services for new buildings – estimated \$75,000

\_\_\_\_\_ day of \_\_\_\_\_ Ocother \_\_\_\_\_, 2024

By: \_\_\_\_\_



Motion by Commissioner Bob Smallridge, second by Commissioner Jerry White, to refer to the Anderson County Board of County Commissioners with a recommendation for approval; with the understanding that facility meeting space is available for use by the Tourism Department and for other County entities.

Voting Yes: Commissioners Tyler Mayes, Shelly Vandagriff, Bob Smallridge, Denise Palmer, Jerry White, and Anthony Allen.

Voting No: Commissioner Shain Vowell.

Motion Passed.



2. Finance Director Robby Holbrook presented a recommendation from the Non-Profit Committee for approval of a donation request of up to \$25,000.00 (to come from Fund 121 – ARPA) for the Boys & Girls Club of Oak Ridge.

Motion by Commissioner Tyler Mayes, second by Commissioner Anthony Allen, to defer the request until the October Budget Committee meeting.

Voting Yes: Commissioners Shain Vowell, Tyler Mayes, Bob Smallridge, Denise Palmer, and Anthony Allen.

Voting No: Commissioners Shelly Vandagriff and Jerry White.

Motion Passed.

#### **SECTION C, Election Administrator/Mark Stephens**

Administrator of Elections Mark Stephens informed the committee on the plan for acquiring voting equipment and the funding streams of the election office.

No action taken.

#### **SECTION D, Senior Center Badge System & Radio Operability/Mayor Frank**

1. Mayor Terry Frank presented a request to appropriate \$17,290.28 in ARP funds for the purchase and installation of a badge access control security system for the Anderson County Senior Center.

Motion by Commissioner Tyler Mayes, second by Commissioner Anthony Allen, and passed, to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

2. EMA Director Bryce Kidwell presented options for advancing the emergency radio communication systems within the county.

Motion by Commissioner Tyler Mayes, second by Commissioner Shelly Vandagriff, and passed, to refer to the Anderson County Board of County Commissioners with a recommendation for approval to utilize the remaining ARPA funds approved for radio interoperability of approximately \$107,000.00; and for approval of \$75,000.00 from Fund

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.**

### TYPE OF AMENDMENT

TRANSFER:

APPROPRIATION: X

DEPARTMENT:

FROM:

Non-Profit Committee

Robby Holbrook

INCREASE	CODE DESCRIPTION	AMOUNT
121-91401-316-NPC02	Contributions <u>Oak Ridge Boys &amp; Girls Club</u>	\$ 25,000.00
	Total	\$ 25,000.00
INCREASE		
121-47901-NPC02		\$ 25,000.00
	Total	\$ 25,000.00
Motion <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O		
Seconded _____		
Motion		
Detailed Justification / Explanation :		
See attached minutes for explanation		
or Boys & Girls Club contribution through Non-Profit Committee		
Impact on 25/26 Budget - No		

Please attach additional sheet if more information is needed

LB

## **Anderson County, Tennessee Board of Commissioners**

### **RESOLUTION NO. 24-09-1185**

#### **RESOLUTION TO APPROPRIATE COUNTY FUNDS FOR SUPPORT TO NON-PROFIT CHARITABLE AND NON-PROFIT CIVIC ORGANIZATIONS THROUGHOUT THE FISCAL YEAR**

**WHEREAS**, Section 5-9-109, Tennessee Code Annotated, authorizes the Board of Commissioners of Anderson County to make appropriations to various non-profit charitable and non-profit civic organizations;

**WHEREAS**, the Board of Commissioners of Anderson County recognizes the ongoing need of these organizations to receive financial support throughout the fiscal year to effectively carry out their work; and

**WHEREAS**, it is the policy of Anderson County Government to maximize the impact of its contributions by ensuring they act as the 'last dollar in', thereby encouraging organizations to secure funding from a variety of sources and ensuring county funds fulfill critical funding gaps;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Anderson County, Tennessee, on this 16th day of September 2024:

**1. Rolling Application Process:**

- Non-profit charitable and Non-profit civic organizations may submit applications for financial assistance throughout the fiscal year.
- Applications must include detailed reports as required under TCA 5-9-109 and demonstrate efforts to secure other sources of funding.

**2. Review and Approval:**

- Applications will be reviewed on a quarterly basis.
- Approvals will be based on the organization's alignment with county welfare goals, compliance with legal guidelines, and the adherence to the county's "last dollar in" policy.

**3. Specific Appropriations:**

- The following specific appropriations are made to the respective non-profit organizations for the fiscal year 24/25:  
Oak Ridge Boys & Girls Club of Oak Ridge      Up to \$25,000.00

**4. Funding Allocation and 'Last Dollar In' Contingency:**

- Appropriations will be subject to budgetary constraints, guidelines established by the county, and the condition that county funds are the 'last dollar in'.
- Non-profit organizations must provide documentation of other funding sources and demonstrate that the county's contribution is essential to complete the project or program budget.

**5. Conditions for Appropriation:**

- Non-profit organizations must use funds in accordance with the purposes outlined in their application and in a manner that benefits the residents of Anderson County.
- Non-profit organizations are subject to county audit and must make reports available for public inspection.

UB

**BE IT FURTHER RESOLVED** that this resolution shall take effect from and after its passage and its provisions shall remain in effect until amended or rescinded. This resolution shall be spread upon the minutes of the Board of County Commissioners for Anderson County, Tennessee.

**RESOLVED, DULY PASSED, AND EFFECTIVE this 16th day of Month, 2024.**

\_\_\_\_\_  
H. Tyler Mayes, Chairman

\_\_\_\_\_  
Terry Frank, County Mayor

**ATTEST:** \_\_\_\_\_

Jeff Cole, County Clerk

UB

## **Robby Holbrook**

---

**From:** Jackie Patton <jpatton@andersoncountychamber.org>  
**Sent:** Monday, June 17, 2024 1:37 PM  
**To:** Randy Walters  
**Cc:** Robby Holbrook; Rick Meredith  
**Subject:** External: Re: External: Re: External: Re: External: Re: External: Question

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

It would be a one-time donation to our new facility that will also be the Anderson County Economic Development Association's new location.

Other governments that have donated include the City of Oak Ridge and City of Clinton. Their donations range from \$25,000-\$30,000.

Also, a part of this would be the next fiscal year for funding for retail development for the Chamber that would decrease to \$15,000 or less.

Let me know if you have any other questions.

Best,  
Jackie

Jackie Patton  
Chief Financial Officer  
Anderson County Chamber of Commerce

---

**From:** Randy Walters <rwalters@andersoncountyttn.gov>  
**Sent:** Monday, June 17, 2024 9:46:05 AM  
**To:** Jackie Patton <jpatton@andersoncountychamber.org>  
**Cc:** Robby Holbrook <rholbrook@andersoncountyttn.gov>  
**Subject:** RE: External: Re: External: Re: External: Re: External: Question

Hello Jackie,

I don't see where we received a response to my 6/5 email, below.  
Just following up.  
Thank you,  
Randy

**From:** Randy Walters  
**Sent:** Wednesday, June 5, 2024 1:24 PM  
**To:** Jackie Patton <jpatton@andersoncountychamber.org>  
**Cc:** Robby Holbrook <rholbrook@andersoncountyttn.gov>  
**Subject:** RE: External: Re: External: Re: External: Re: External: Question

Hi Jackie,

UB

# Boys & Girls Club of Oak Ridge

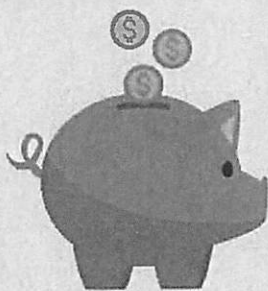
1 The Boys & Girls Club of Oak Ridge provides after-school and summer programming for 45+ weeks every year. Our average daily attendance is 83 students and our annual membership fee is only \$15.



2

The Boys & Girls Club of Oak Ridge provides the ONLY organized athletic leagues for youth in Oak Ridge. We average 175+ youth participants each season in baseball, football, cheerleading, XC, and basketball.

3 Boys & Girl Club programming focuses on 3 areas: Academics, Physical/Mental Health, and Life & Career Readiness. We use targeted materials such as Smart Moves, STEM Programming, and Positive Action Curriculum.



4

The Boys & Girls Club of Oak Ridge relies solely on grants, donations (private & corporate), and fundraisers to meet our annual budget. We host 3 large fundraisers each year and apply for all grants that support our Club goals.

5 In 2023, Volunteers and Board Members invested over 7500+ hours in the Boys & Girls Club of Oak Ridge! From tutoring to coaching, and fundraising to athletic field maintenance, our Club supporters dedicate their time to making our Club better!



@bgcoakridge



@bgcoakridge



@BGCOR



BGCOR.org

UB

**PROJECT DESCRIPTION****Client Information**

Name: Boys and Girls Club of Oak Ridge

Site:  
Boys and Girls Club of Oak Ridge  
102 S Jefferson Cir ~~POB 4024~~  
Oak Ridge, TN 37830

Billing:  
Boys and Girls Club of Oak Ridge  
102 S Jefferson Cir  
Oak Ridge, TN 37830

Contact:  
Alex Myers  
t: (865) 356-2967  
e: amyers@bgccv.org

**Project Investment**

Access Control three doors	\$10,326.66
----------------------------	-------------

QTY	Description
1	DMP 142-Zone Burg Panel Dialer, Network, Grey Enclsr
1	DMP Green LCD Keypay-White-W/Shortcut Keys
1	Alarm Controls 1200Lb Magnetic Lock
1	Bosch Request to Exit Motion Detector, Light Gray
1	12/24 VDC, 4 Amp Power Supply With 8 Outputs
1	Alarm Controls Armature Housing For 1200S Lock
1	Pneumatic Time Delay Push To Exit Button
1	Quick Disconnect 2-Way Accessory, 16 Wire Gauge
2	9600 Surface Rim Strike, 12/24, Satin Stainless
3	DMP Weigand Interface Module for Access Control
3	12V 7Ah Battery
3	Galaxy Alps Prox Reader, For Single-Gang Wall Mount
20	Wiremold 1" wide
1,000	Cable 22/6 Stranded OAS Wire
1,000	Cable 18/2 Stranded Wire

**Recurring Services : Monthly**

Description	Ext. Price
Mon-Com-Access manage/hos	\$30.00
SecureCom Virtual Keypad Remote Control Services	\$6.00

Security addition	\$2,265.31
-------------------	------------

QTY	Description
1	DMP LTE Cell Communicator with 381-2 Cable, Verizon
1	DMP Wireless Reciever for XR Panels- High Power
2	Honeywell 2-Tone Surface Mount Indoor Siren
3	DMP Wireless Motion with Pet Immunity 40"x40"
5	DMP Universal Transmitter, Two Independent Zones
8	Surface Mount Brown Wired Door Contact
200	Cable 22/4 Stranded Wire

**Recurring Services : Monthly**

Description	Ext. Price
SecureCom Commercial Cellular Monitoring	\$14.00
Commercial Basic Security Monitoring	\$16.00

CCTV camera system	\$19,875.68
--------------------	-------------

QTY	Description
1	Speco NVR, 32 Channel, 12TB, No POE, HDMI, VGA, 8MP

**PROJECT DESCRIPTION**

1 5-Port Switch, 4-Port PoE Full Gigabit  
1 36-Port Managed Switch, 32-Port PoE Full Gigabit  
1 22" LCD HD Monitor, HDMI/VGA, Comes With VGA Cable  
2 Nano Beam AC Gen2 High Perf. Airmax AC Bridge  
9 8MP IP Turret Camera, 2.8MM, Line, Intrusion Detect.  
16 4MP IP Turret Camera, 2.8MM, IR, IP67  
50 Cable CAT6 Outdoor Wire  
75 CAT6 RJ45 EZ Connector  
5,000 Cable CAT6E Wire

**Financial Summary**

Total Proposal Amount:	\$32,467.65
Deposit Due in Advance:	\$16,233.82
Balance Due Upon Completion:	\$16,233.83
Monthly Recurring Services:	\$66.00

All prices valid for thirty (30) days from proposal date.