



## BUDGET COMMITTEE AGENDA

December 05, 2024 at 4:00 PM, Room 312

1. Appearance of Citizens
2. Approval of Agenda
3. Purchasing Contracts with Legal Review
  - A. **Comcast, IT Department, Contract #25-0077** – Thirty-six-month internet contract for \$3,904 per month.
  - B. **State of Tennessee, Department of Environment and Conservation, Office of the Mayor, Contract #25-0083** – Two-year grant in the amount of \$100,000 for Investigation of Brownfield Site.
  - C. **Canon, EMA, Contract #25-0084** – Sixty-month copier lease for \$31.65 per month.
  - D. **Chris Lassen, EMS, Contract #25-0085** – Agreement to pay Roane State up to \$15,000 for the EMS employee to attend the Paramedic Program with the conditions that the employee passes the course and remains employed full-time with EMS for three years after obtaining license.
  - E. **Kayla Johnson, EMS, Contract #25-0086** – Agreement to provide EMS employee the \$2,500 Anderson County AEMT Course of Study with the conditions that the employee passes the course and remains employed full-time with EMS for one-year after obtaining license.



**BUDGET COMMITTEE AGENDA**

**December 05, 2024 at 4:00 PM, Room 312**

**4. Contracts Pending Legal Review**

**F. Memorandum of Understanding between the County Commission and The Mayor – Agreement to memorialize the obligation of the County’s ARPA State and Local Fiscal Recover Funds awarded by the Tennessee Department of Health to renovate the Health Department (Contract #23-0088).**

**5. Surplus Vehicles**

DESCRIPTION	DEPARTMENT	Condition	Starting Bid	Winning Bid
2009 Ford Crown Victoria	Sheriff	Operable	\$300	\$1850
2015 Dodge Charger	Sheriff	Inoperable, engine needs rebuild	\$300	\$3949
2015 Dodge Charger	Sheriff	Inoperable, needs front axle	\$300	\$6200

- 6. Cash and Fund Balance Report, etc.....Robby Holbrook
- 7. Consent Agenda.....Transfers, not requiring Commission approval (1-5)
- 8. AC Schools/Julie Minton..... Appropriations (6-8)
- 9. Animal Control/Mayor Frank..... Appropriations (9-10)
- 10. Fleet Services/John Vickery.....Appropriation (11)
- 11. Library Board.....Appropriations (12-13)
- 12. Highway/Gary Long..... Appropriations (14-15)
- 13. County Clerk/Jeff Cole.....Appropriation (16)
- 14. Circuit Clerk/Rex Lynch..... Appropriation (17)
- 15. Register of Deeds/Tim Shelton.....Transfer (18)



**BUDGET COMMITTEE AGENDA**

**December 05, 2024 at 4:00 PM, Room 312**

**SECTIONS:**

- Mayor/AC Solid Waste.....(A)
- Nathan Wade/Nuclear Industry.....(B)
- Property Assessor Restricted Funds/Robby Holbrook.....(C)
- New Business.....(D)
- Unfinished Business..... (E)

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

Page 1 of 7

MSA ID: TN-9344067-SCole

SO ID: QID-0011049357

Account Name: Anderson County Government

CUSTOMER INFORMATION (for notices)

Primary Contact: <u>Brian Young</u> Title: <u>Director of IT</u> Address 1: <u>100 N Main St</u> Address 2: <u>Suite 210</u> City: <u>Clinton</u> State: <u>TN</u> Zip: <u>37716</u> Phone: <u>8658069459</u> Cell: _____ Fax: _____ Email: <u>it@andersoncountyttn.org</u>	Billing Account Name: <u>Anderson County Government</u> Billing Name (3rd Party Accounts): _____ Billing Contact: <u>Tammy Catron</u> Title: <u>Director of Purchasing</u> Phone: <u>8652596905</u> Cell: _____ Fax: _____ Email: <u>tcatron@andersontn.org</u>	INVOICE ADDRESS Address 1: <u>100 N Main St</u> Address 2: <u>Suite 210</u> City: <u>Clinton</u> State: <u>TN</u> Zip Code: <u>37716</u> Tax Exempt: <u>Yes</u> * If Yes, please provide and attach all applicable tax exemption certificates
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SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): <u>36</u>	
<b>SUMMARY OF SERVICE CHARGES*</b> Current Monthly Recurring Charges: \$0.00 Current Trunk Services Monthly Recurring Charges: \$0.00 <b>Total Current Monthly Recurring Charges (all Services): \$0.00</b>  Change Monthly Recurring Charges: \$3,904.00 Change Trunk Services Monthly Recurring Charges: \$0.00 <b>Change Monthly Recurring Charges (all Services): \$3,904.00</b>  Total Monthly Recurring Charges: \$3,904.00 Total Trunk Services Monthly Recurring Charges: \$0.00 <b>Total Monthly Recurring Charges (all Services): \$3,904.00</b>	<b>SUMMARY OF STANDARD INSTALLATION FEES*</b> Total Standard Installation Fees: \$0.00 Total Trunk Services Standard Installation Fees: \$0.00 <b>Total Standard Installation Fees (all Services): \$0.00</b>  <b>SUMMARY OF CUSTOM INSTALLATION FEES*</b> Total Custom Installation Fee: \$0.00  <b>SUMMARY OF MONTHLY EQUIPMENT FEES*</b> Current Services Equipment Fee Monthly Recurring Charges: \$0.00 Current Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00 <b>Current Equipment Fee Monthly Recurring Charges (All Services): \$0.00</b>  Change Services Equipment Fee Monthly Recurring Charges: \$0.00 Change Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00 <b>Change Equipment Fee Monthly Recurring Charges (All Services): \$0.00</b>  Total Service Equipment Fee Monthly Recurring Charges: \$0.00 Total Trunk Service Equipment Fee Monthly Recurring Charges: \$0.00 <b>Total Equipment Fee Monthly Recurring Charges (All Services): \$0.00</b>

\*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

APPROVED AS TO LEGAL FORM  
*James W. B. [Signature]*

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions-enl>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

**COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:**

Your Comcast Business Voice Services set forth in this Sales Order (the "Voice Services") have the following 911 limitations:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Customer must provide and maintain the correct service address information ("Registered Service Location") for each telephone number and extension used by Customer. The Registered Service Location should also include information such as floor and office number as appropriate.
- If the Voice Services are moved to, or used in, a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the telephone system as necessary to reflect moves or additions of stations.
- Customer 911 calls may be sent to an emergency call center where an agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Services use electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment and/or power failure, a broadband connection failure, or another technical problem.
- Failure by Customer to make updates to the Registered Service Location, including updates to restore service address to the original Registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.
- Customers should call Comcast at 800-741-4141 if they have any questions or need to update the Registered Service Location in the E911 system.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICES. By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature	Signature	Sales Rep:	Caleb Whichard
Name	Name	Sales Rep E-Mail:	caleb_whichard@comcast.com
Title	Title	Region:	Big South
Date	Date	Division:	Central

25.0077

Request		Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	-	-	-	-	-	-	-	-	\$0.00	\$0.00
002	-	-	-	-	-	-	-	-	\$0.00	\$0.00
003	-	-	-	-	-	-	-	-	\$0.00	\$0.00
004	-	-	-	-	-	-	-	-	\$0.00	\$0.00
005	New	Add	Ethernet Network Interface - Gig E	Port	OS-0002252108, Courthouse / 100	-	Interstate	1	\$94.57	\$0.00
006	New	Add	ENS - Basic Network Bandwidth	1000 Mbps	OS-0002252108, Courthouse / 100	-	Interstate	1	\$292.43	\$0.00
007	-	-	-	-	-	-	-	-	\$0.00	\$0.00
008	New	Add	Ethernet Network Interface - 10 / 100	Port	OS-0002248831, 1110 Bowling / 11	-	Interstate	1	\$23.44	\$0.00
009	New	Add	ENS - Basic Network Bandwidth	100 Mbps	OS-0002248831, 1110 Bowling / 11	-	Interstate	1	\$187.56	\$0.00
010	-	-	-	-	-	-	-	-	\$0.00	\$0.00
011	New	Add	Ethernet Network Interface - 10 / 100	Port	OS-0002248832, 1480 Blockhouse	-	Interstate	1	\$23.44	\$0.00
012	New	Add	ENS - Basic Network Bandwidth	100 Mbps	OS-0002248832, 1480 Blockhouse	-	Interstate	1	\$187.56	\$0.00
013	-	-	-	-	-	-	-	-	\$0.00	\$0.00
014	New	Add	Ethernet Network Interface - 10 / 100	Port	OS-0002248833, 2201 Park / 2201	-	Interstate	1	\$23.44	\$0.00
015	New	Add	ENS - Basic Network Bandwidth	100 Mbps	OS-0002248833, 2201 Park / 2201	-	Interstate	1	\$187.56	\$0.00
016	-	-	-	-	-	-	-	-	\$0.00	\$0.00
017	New	Add	Ethernet Network Interface - 10 / 100	Port	OS-0002248834, 301 Broadway / 3	-	Interstate	1	\$23.44	\$0.00
018	New	Add	ENS - Basic Network Bandwidth	100 Mbps	OS-0002248834, 301 Broadway / 3	-	Interstate	1	\$187.56	\$0.00
019	-	-	-	-	-	-	-	-	\$0.00	\$0.00
020	New	Add	Ethernet Network Interface - Gig E	Port	OS-0002252090, Jail / 308 Public S	-	Interstate	1	\$94.57	\$0.00
021	New	Add	ENS - Basic Network Bandwidth	1000 Mbps	OS-0002252090, Jail / 308 Public S	-	Interstate	1	\$292.43	\$0.00
022	-	-	-	-	-	-	-	-	\$0.00	\$0.00
023	New	Add	Ethernet Network Interface - 10 / 100	Port	OS-0002252091, 314 Public Safe	-	Interstate	1	\$23.44	\$0.00
024	New	Add	ENS - Basic Network Bandwidth	100 Mbps	OS-0002252091, 314 Public Safe	-	Interstate	1	\$187.56	\$0.00
025	-	-	-	-	-	-	-	-	\$0.00	\$0.00
026	New	Add	Ethernet Network Interface - 10 / 100	Port	OS-0002252092, 96 Manner / 96 M	-	Interstate	1	\$23.44	\$0.00
027	New	Add	ENS - Basic Network Bandwidth	100 Mbps	OS-0002252092, 96 Manner / 96 M	-	Interstate	1	\$187.56	\$0.00
028	-	-	-	-	-	-	-	-	\$0.00	\$0.00
029	New	Add	Ethernet Network Interface - 10 / 100	Port	OS-0002252109, Dennis / 710 N M	-	Interstate	1	\$23.44	\$0.00
030	New	Add	ENS - Basic Network Bandwidth	100 Mbps	OS-0002252109, Dennis / 710 N M	-	Interstate	1	\$187.56	\$0.00
031	-	-	-	-	-	-	-	-	\$0.00	\$0.00
032	New	Add	Ethernet Network Interface - 10 / 100	Port	OS-0002252110, EMA / 111 S Ch	-	Interstate	1	\$23.44	\$0.00
033	New	Add	ENS - Basic Network Bandwidth	100 Mbps	OS-0002252110, EMA / 111 S Ch	-	Interstate	1	\$187.56	\$0.00
034	-	-	-	-	-	-	-	-	\$0.00	\$0.00
035	New	Add	Ethernet Network Interface - 10 / 100	Port	OS-0002252113, County Clerk / 33	-	Interstate	1	\$23.44	\$0.00
036	New	Add	ENS - Basic Network Bandwidth	100 Mbps	OS-0002252113, County Clerk / 33	-	Interstate	1	\$187.56	\$0.00
037	-	-	-	-	-	-	-	-	\$0.00	\$0.00
038	New	Add	Ethernet Network Interface - 10 / 100	Port	OS-0002252115, 210 Charles Sew	-	Interstate	1	\$23.44	\$0.00
039	New	Add	ENS - Basic Network Bandwidth	100 Mbps	OS-0002252115, 210 Charles Sew	-	Interstate	1	\$187.56	\$0.00
040	-	-	-	-	-	-	-	-	\$0.00	\$0.00
041	New	Add	Ethernet Network Interface - Gig E	Port	OS-0002252112, Jolley Bldg / 101	-	Interstate	1	\$94.57	\$0.00
042	New	Add	ENS - Basic Network Bandwidth	1000 Mbps	OS-0002252112, Jolley Bldg / 101	-	Interstate	1	\$292.43	\$0.00
043	-	-	-	-	-	-	-	-	\$0.00	\$0.00
044	New	Add	Ethernet Network Interface - 10 / 100	Port	OS-0002253578, Yarnell / 183 JD	-	Interstate	1	\$23.44	\$0.00
045	New	Add	ENS - Basic Network Bandwidth	100 Mbps	OS-0002253578, Yarnell / 183 JD	-	Interstate	1	\$187.56	\$0.00
046	-	-	-	-	-	-	-	-	\$0.00	\$0.00
047	New	Add	Ethernet Network Interface - 10 / 100	Port	OS-0002252111, Circuit 1 / 728 En	-	Interstate	1	\$23.44	\$0.00
048	New	Add	ENS - Basic Network Bandwidth	100 Mbps	OS-0002252111, Circuit 1 / 728 En	-	Interstate	1	\$187.56	\$0.00
049	-	-	-	-	-	-	-	-	\$0.00	\$0.00
050	New	Add	Ethernet Network Interface - 10 / 100	Port	OS-0002252111, Circuit 2 / 728 En	-	Interstate	1	\$23.44	\$0.00

\* Services Location Details attached Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL: \$3,718.44 \$0.00

3A

25-0077

**COMCAST BUSINESS** **COMCAST ENTERPRISE SERVICES SALES ORDER FORM**  
**SERVICES AND PRICING**

Account Name: Anderson County Government Date: 11/4/2024  
 MSA ID#: TN-9344087-SCole SO ID#: OID-001104#357

Line	Request		Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charges	
	New	Add							Monthly	One-Time
051	New	Add	ENS - Basic Network Bandwidth	100 Mbps	OS-0002252111, Circuit 2 / 728 En		Interstate	1	\$187.50	\$0.00
052	-	-	-	-	-	-	-	-	\$0.00	\$0.00
053	-	-	-	-	-	-	-	-	\$0.00	\$0.00
054	-	-	-	-	-	-	-	-	\$0.00	\$0.00
055	-	-	-	-	-	-	-	-	\$0.00	\$0.00
056	-	-	-	-	-	-	-	-	\$0.00	\$0.00
057	-	-	-	-	-	-	-	-	\$0.00	\$0.00
058	-	-	-	-	-	-	-	-	\$0.00	\$0.00
059	-	-	-	-	-	-	-	-	\$0.00	\$0.00
060	-	-	-	-	-	-	-	-	\$0.00	\$0.00
061	-	-	-	-	-	-	-	-	\$0.00	\$0.00
062	-	-	-	-	-	-	-	-	\$0.00	\$0.00
063	-	-	-	-	-	-	-	-	\$0.00	\$0.00
064	-	-	-	-	-	-	-	-	\$0.00	\$0.00
065	-	-	-	-	-	-	-	-	\$0.00	\$0.00
066	-	-	-	-	-	-	-	-	\$0.00	\$0.00
067	-	-	-	-	-	-	-	-	\$0.00	\$0.00
068	-	-	-	-	-	-	-	-	\$0.00	\$0.00
069	-	-	-	-	-	-	-	-	\$0.00	\$0.00
070	-	-	-	-	-	-	-	-	\$0.00	\$0.00
071	-	-	-	-	-	-	-	-	\$0.00	\$0.00
072	-	-	-	-	-	-	-	-	\$0.00	\$0.00
073	-	-	-	-	-	-	-	-	\$0.00	\$0.00
074	-	-	-	-	-	-	-	-	\$0.00	\$0.00
075	-	-	-	-	-	-	-	-	\$0.00	\$0.00
076	-	-	-	-	-	-	-	-	\$0.00	\$0.00
077	-	-	-	-	-	-	-	-	\$0.00	\$0.00
078	-	-	-	-	-	-	-	-	\$0.00	\$0.00
079	-	-	-	-	-	-	-	-	\$0.00	\$0.00
080	-	-	-	-	-	-	-	-	\$0.00	\$0.00
081	-	-	-	-	-	-	-	-	\$0.00	\$0.00
082	-	-	-	-	-	-	-	-	\$0.00	\$0.00
083	-	-	-	-	-	-	-	-	\$0.00	\$0.00
084	-	-	-	-	-	-	-	-	\$0.00	\$0.00
085	-	-	-	-	-	-	-	-	\$0.00	\$0.00
086	-	-	-	-	-	-	-	-	\$0.00	\$0.00
087	-	-	-	-	-	-	-	-	\$0.00	\$0.00
088	-	-	-	-	-	-	-	-	\$0.00	\$0.00
089	-	-	-	-	-	-	-	-	\$0.00	\$0.00
090	-	-	-	-	-	-	-	-	\$0.00	\$0.00
091	-	-	-	-	-	-	-	-	\$0.00	\$0.00
092	-	-	-	-	-	-	-	-	\$0.00	\$0.00
093	-	-	-	-	-	-	-	-	\$0.00	\$0.00
094	-	-	-	-	-	-	-	-	\$0.00	\$0.00
095	-	-	-	-	-	-	-	-	\$0.00	\$0.00
096	-	-	-	-	-	-	-	-	\$0.00	\$0.00
097	-	-	-	-	-	-	-	-	\$0.00	\$0.00
098	-	-	-	-	-	-	-	-	\$0.00	\$0.00
099	-	-	-	-	-	-	-	-	\$0.00	\$0.00
100	-	-	-	-	-	-	-	-	\$0.00	\$0.00
101	-	-	-	-	-	-	-	-	\$0.00	\$0.00
102	-	-	-	-	-	-	-	-	\$0.00	\$0.00
<b>PAGE 3 SUBTOTAL:</b>									<b>\$187.50</b>	<b>\$0.00</b>

\* Services Location Details attached Charges are Exclusive of Equipment Fees

3A

25-0077

**COMCAST BUSINESS** **COMCAST ENTERPRISE SERVICES SALES ORDER FORM**  
**SERVICES AND PRICING**

Account Name: Anderson County Government Date: 11/4/2024  
 MSA ID#: TN-9344067-SCols SO ID#: OID-0011049357

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charge	
									Monthly	One-Time
103	-	-	-	-	-	-	-	-	\$0.00	\$0.00
104	-	-	-	-	-	-	-	-	\$0.00	\$0.00
105	-	-	-	-	-	-	-	-	\$0.00	\$0.00
106	-	-	-	-	-	-	-	-	\$0.00	\$0.00
107	-	-	-	-	-	-	-	-	\$0.00	\$0.00
108	-	-	-	-	-	-	-	-	\$0.00	\$0.00
109	-	-	-	-	-	-	-	-	\$0.00	\$0.00
110	-	-	-	-	-	-	-	-	\$0.00	\$0.00
111	-	-	-	-	-	-	-	-	\$0.00	\$0.00
112	-	-	-	-	-	-	-	-	\$0.00	\$0.00
113	-	-	-	-	-	-	-	-	\$0.00	\$0.00
114	-	-	-	-	-	-	-	-	\$0.00	\$0.00
115	-	-	-	-	-	-	-	-	\$0.00	\$0.00
116	-	-	-	-	-	-	-	-	\$0.00	\$0.00
117	-	-	-	-	-	-	-	-	\$0.00	\$0.00
118	-	-	-	-	-	-	-	-	\$0.00	\$0.00
119	-	-	-	-	-	-	-	-	\$0.00	\$0.00
120	-	-	-	-	-	-	-	-	\$0.00	\$0.00
121	-	-	-	-	-	-	-	-	\$0.00	\$0.00
122	-	-	-	-	-	-	-	-	\$0.00	\$0.00
123	-	-	-	-	-	-	-	-	\$0.00	\$0.00
124	-	-	-	-	-	-	-	-	\$0.00	\$0.00
125	-	-	-	-	-	-	-	-	\$0.00	\$0.00
126	-	-	-	-	-	-	-	-	\$0.00	\$0.00
127	-	-	-	-	-	-	-	-	\$0.00	\$0.00
128	-	-	-	-	-	-	-	-	\$0.00	\$0.00
129	-	-	-	-	-	-	-	-	\$0.00	\$0.00
130	-	-	-	-	-	-	-	-	\$0.00	\$0.00
131	-	-	-	-	-	-	-	-	\$0.00	\$0.00
132	-	-	-	-	-	-	-	-	\$0.00	\$0.00
133	-	-	-	-	-	-	-	-	\$0.00	\$0.00
134	-	-	-	-	-	-	-	-	\$0.00	\$0.00
135	-	-	-	-	-	-	-	-	\$0.00	\$0.00
136	-	-	-	-	-	-	-	-	\$0.00	\$0.00
137	-	-	-	-	-	-	-	-	\$0.00	\$0.00
138	-	-	-	-	-	-	-	-	\$0.00	\$0.00
139	-	-	-	-	-	-	-	-	\$0.00	\$0.00
140	-	-	-	-	-	-	-	-	\$0.00	\$0.00
141	-	-	-	-	-	-	-	-	\$0.00	\$0.00
142	-	-	-	-	-	-	-	-	\$0.00	\$0.00
143	-	-	-	-	-	-	-	-	\$0.00	\$0.00
144	-	-	-	-	-	-	-	-	\$0.00	\$0.00
145	-	-	-	-	-	-	-	-	\$0.00	\$0.00
146	-	-	-	-	-	-	-	-	\$0.00	\$0.00
147	-	-	-	-	-	-	-	-	\$0.00	\$0.00
148	-	-	-	-	-	-	-	-	\$0.00	\$0.00
149	-	-	-	-	-	-	-	-	\$0.00	\$0.00
150	-	-	-	-	-	-	-	-	\$0.00	\$0.00
151	-	-	-	-	-	-	-	-	\$0.00	\$0.00
152	-	-	-	-	-	-	-	-	\$0.00	\$0.00
153	-	-	-	-	-	-	-	-	\$0.00	\$0.00
* Services Location Details attached    Charges are Excludes of Equipment Fees									<b>PAGE 4 SUBTOTAL:</b>	
									\$0.00	\$0.00

25-0077

COMCAST BUSINESS		COMCAST ENTERPRISE SERVICES SALES ORDER FORM						SERVICES AND PRICING		
Account Name: Anderson County Government		Date: 11/4/2024		MSA ID#: TN-9344067-SCole		SO ID#: OXD-0011049357				
PAGE 4 of 7								Solution Charge		
Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
154	-	-	-	-	-	-	-	-	\$0.00	\$0.00
155	-	-	-	-	-	-	-	-	\$0.00	\$0.00
156	-	-	-	-	-	-	-	-	\$0.00	\$0.00
157	-	-	-	-	-	-	-	-	\$0.00	\$0.00
158	-	-	-	-	-	-	-	-	\$0.00	\$0.00
159	-	-	-	-	-	-	-	-	\$0.00	\$0.00
160	-	-	-	-	-	-	-	-	\$0.00	\$0.00
161	-	-	-	-	-	-	-	-	\$0.00	\$0.00
162	-	-	-	-	-	-	-	-	\$0.00	\$0.00
163	-	-	-	-	-	-	-	-	\$0.00	\$0.00
164	-	-	-	-	-	-	-	-	\$0.00	\$0.00
165	-	-	-	-	-	-	-	-	\$0.00	\$0.00
166	-	-	-	-	-	-	-	-	\$0.00	\$0.00
167	-	-	-	-	-	-	-	-	\$0.00	\$0.00
168	-	-	-	-	-	-	-	-	\$0.00	\$0.00
169	-	-	-	-	-	-	-	-	\$0.00	\$0.00
170	-	-	-	-	-	-	-	-	\$0.00	\$0.00
171	-	-	-	-	-	-	-	-	\$0.00	\$0.00
172	-	-	-	-	-	-	-	-	\$0.00	\$0.00
173	-	-	-	-	-	-	-	-	\$0.00	\$0.00
174	-	-	-	-	-	-	-	-	\$0.00	\$0.00
175	-	-	-	-	-	-	-	-	\$0.00	\$0.00
176	-	-	-	-	-	-	-	-	\$0.00	\$0.00
177	-	-	-	-	-	-	-	-	\$0.00	\$0.00
178	-	-	-	-	-	-	-	-	\$0.00	\$0.00
179	-	-	-	-	-	-	-	-	\$0.00	\$0.00
180	-	-	-	-	-	-	-	-	\$0.00	\$0.00
181	-	-	-	-	-	-	-	-	\$0.00	\$0.00
182	-	-	-	-	-	-	-	-	\$0.00	\$0.00
183	-	-	-	-	-	-	-	-	\$0.00	\$0.00
184	-	-	-	-	-	-	-	-	\$0.00	\$0.00
185	-	-	-	-	-	-	-	-	\$0.00	\$0.00
186	-	-	-	-	-	-	-	-	\$0.00	\$0.00
187	-	-	-	-	-	-	-	-	\$0.00	\$0.00
188	-	-	-	-	-	-	-	-	\$0.00	\$0.00
189	-	-	-	-	-	-	-	-	\$0.00	\$0.00
190	-	-	-	-	-	-	-	-	\$0.00	\$0.00
191	-	-	-	-	-	-	-	-	\$0.00	\$0.00
192	-	-	-	-	-	-	-	-	\$0.00	\$0.00
193	-	-	-	-	-	-	-	-	\$0.00	\$0.00
194	-	-	-	-	-	-	-	-	\$0.00	\$0.00
195	-	-	-	-	-	-	-	-	\$0.00	\$0.00
196	-	-	-	-	-	-	-	-	\$0.00	\$0.00
197	-	-	-	-	-	-	-	-	\$0.00	\$0.00
198	-	-	-	-	-	-	-	-	\$0.00	\$0.00
199	-	-	-	-	-	-	-	-	\$0.00	\$0.00
200	-	-	-	-	-	-	-	-	\$0.00	\$0.00
201	-	-	-	-	-	-	-	-	\$0.00	\$0.00
202	-	-	-	-	-	-	-	-	\$0.00	\$0.00
203	-	-	-	-	-	-	-	-	\$0.00	\$0.00
204	-	-	-	-	-	-	-	-	\$0.00	\$0.00
* Services Location Details attached      Charges are Exclusive of Equipment Fees									PAGE 4 SUBTOTAL: \$0.00      \$0.00	

3A





25-0077

COMCAST BUSINESS		COMCAST ENTERPRISE SERVICES SALES ORDER FORM									
SERVICE LOCATION DETAIL INFORMATION											
Date: 11/4/2024		MSA ID: TN-8344687-SCOM		SO ID: ORD-001048387		Account Name: Anderson County Government					
PAGE 8 of 7											
Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	OS-0002242531, 1110 Bowls	118 S BOWLING ST		Clinton	TN	37718	\$0.00	Brian Young	(615) 606-8456	by@andersoncountytn.gov	Yes
2	OS-0002242532, 144N Black	1440 Blackhouse Valley Rd		Clinton	TN	37718	\$0.00	Brian Young	(615) 606-8456	by@andersoncountytn.gov	Yes
3	OS-0002242533, 2201 Park	2201 Park Lane		Andersonville	TN	37785	\$0.00	Brian Young	(615) 606-8456	by@andersoncountytn.gov	Yes
4	OS-0002242534, 301 Broad	301 Broadway Ave		Oak Ridge	TN	37830	\$0.00	Brian Young	(615) 606-8456	by@andersoncountytn.gov	Yes
5	OS-0002242535, 330	330 Public Safety Lane		Clinton	TN	37718	\$0.00	Brian Young	(615) 606-8456	by@andersoncountytn.gov	Yes
6	OS-0002242536, 314 Public	314 Public Safety Ln		Clinton	TN	37718	\$0.00	Brian Young	(615) 606-8456	by@andersoncountytn.gov	Yes
7	OS-0002242537, 85 Mariner	85 Mariner Point Dr		Clinton	TN	37718	\$0.00	Brian Young	(615) 606-8456	by@andersoncountytn.gov	Yes
8	OS-0002242538, Courthouse	100 N Main St		Clinton	TN	37718	\$0.00	Brian Young	(615) 606-8456	by@andersoncountytn.gov	Yes
9	OS-0002242539, Dentist	710 N Main St		Clinton	TN	37718	\$0.00	Brian Young	(615) 606-8456	by@andersoncountytn.gov	Yes
10	OS-0002242540, EMM	111 S Charles G Stevens Blvd		Oak Ridge	TN	37830	\$0.00	Brian Young	(615) 606-8456	by@andersoncountytn.gov	Yes
11	OS-0002242541, Circuit 1	1728 Emory Valley Rd		Oak Ridge	TN	37830	\$0.00	Brian Young	(615) 606-8456	by@andersoncountytn.gov	Yes
12	OS-0002242542, Circuit 2	1728 Emory Valley Rd		Oak Ridge	TN	37830	\$0.00	Brian Young	(615) 606-8456	by@andersoncountytn.gov	Yes
13	OS-0002242543, Jolley Bldg	101 S Main St		Clinton	TN	37718	\$0.00	Brian Young	(615) 606-8456	by@andersoncountytn.gov	Yes
14	OS-0002242544, County Clerk	3315 Andersonville Hwy	# 3	Andersonville	TN	37705	\$0.00	Brian Young	(615) 606-8456	by@andersoncountytn.gov	Yes
15	OS-0002242545, 210 Charles	210 N Charles G Stevens Blvd	STE 205	Clinton	TN	37718	\$0.00	Brian Young	(615) 606-8456	by@andersoncountytn.gov	Yes
16	OS-0002242546, Yarnell	183 S Yarnell Industrial Pkwy		Clinton	TN	37718	\$0.00	Brian Young	(615) 606-8456	by@andersoncountytn.gov	Yes
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25-0077

COMCAST BUSINESS		COMCAST ENTERPRISE SERVICES SALES ORDER FORM									
SERVICE LOCATION DETAIL INFORMATION											
Date: 11/14/2024		MSA ID: TN-8344067-SCoW			SO ID: QID-0011049357			Account Name: Anderson County Government			
PAGE 6 of 7											
Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
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 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date	End Date	Agency Tracking #	Edison ID		
8/1/24	7/31/26	32701-25-251	TBD		
Grantee Legal Entity Name				Edison Vendor ID	
Anderson County Government				0000004147	
Subrecipient or Recipient		Assistance Listing Number			
<input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Grantee's fiscal year end: 6/30			
Service Caption (one line only)					
Investigation of brownfield sites					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY25	100,000.00	0.00	0.00	0.00	100,000.00
FY26	0.00	0.00	0.00	0.00	0.00
FY27	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>\$100,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$100,000.00</b>
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		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.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
					
Speed Chart (optional)		Account Code (optional)			
EN00022586/32738					

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Anderson County Government, hereinafter referred to as the "Grantee," is for the provision of investigation of brownfield sites, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000004147

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Within thirty days of the execution of this Grant Contract, the Grantee must enroll all sites on which work subject to this Grant Contract will be performed in State's Voluntary Cleanup Oversight and Assistance Program ("VOAP"). The Grantee shall submit enrollment verification to the State via the States Grant Management System ("GMS").
- A.3. The Grantee shall perform a Phase I Environmental Site Assessment ("ESA") in accordance with American Society for Testing and Materials (ASTM) standards at 10 Van Hicks Rd. The ESA must be conducted by a qualified environmental professional and must include a thorough investigation of the property's historical and current uses.
- A.4. Once completed, the Grantee must submit the Phase I ESA to its assigned VOAP project manager and in GMS.
- A.5. The Grantee shall perform a Phase II Environmental Site Assessment ("ESA") in accordance with American Society for Testing and Materials (ASTM) standards at 10 Van Hicks Rd. The ESA must be conducted by a qualified environmental professional.
- A.6. Once completed, the Grantee must submit the Phase II ESA as well as any associated documentation, such as field notes, photographs, boring logs, laboratory reports, tables, or figures, to its VOAP project manager and in GMS.
- A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections c. and d., below);
  - b. the State grant proposal solicitation and grant manual as may be amended, if any;
  - c. the Grantee's proposal (Attachment B) incorporated to elaborate supplementary scope of services specifications; and
  - d. the Grantee's Schedule of Activities (Attachment C) and as may be amended.

**B. TERM OF CONTRACT:**

- B.1 This Grant Contract shall be effective on August 1, 2024 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Written Dollar Amount One Hundred Thousand Dollars (\$100,000.00). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

State of Tennessee  
 Division of Remediation, BRAG  
 500 James Robertson Parkway  
 Davy Crockett Tower, 7<sup>th</sup> Floor  
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).

- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Environment and Conservation, Division of Remediation
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract in the 'Schedule of Activities' and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements. of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed

ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. **Indirect Cost.** Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. **Cost Allocation.** If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. **Non-allowable Costs.** Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. **State's Right to Set Off.** The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. **Prerequisite Documentation.** The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and

regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. **Termination for Convenience.** The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. **Termination for Cause.** If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. **Subcontracting.** The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. **Conflicts of Interest.** The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. **Lobbying.** The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member



of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Jaime Thompson, Grants Program Manager  
Division of Remediation  
500 James Robertson Parkway  
Davy Crockett Tower, 7<sup>th</sup> Floor  
Nashville, TN 3724Jaime.Thompson@tn.gov  
615-532-0922

The Grantee:

Terry Frank, Mayor  
Anderson County Government  
100 North Main Street, Ste 208  
Clinton , TN 37716-3687  
tfrank@andersoncountyttn.gov  
Telephone # (865) 457-5400

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. **Nondiscrimination.** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance.** As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. **Public Accountability.** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

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

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. **Tennessee Department of Revenue Registration.** The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Charges to Service Recipients Prohibited.** The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D. 27. **State Interest in Equipment or Motor Vehicles.** The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its pro rata share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest

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

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

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

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

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

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the

parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. **State and Federal Compliance.** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. **Governing Law.** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. **Severability.** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. **Headings.** Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. **Debarment and Suspension.** The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

**IN WITNESS WHEREOF,**

**ANDERSON COUNTY GOVERNMENT:**

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<b>GRANTEE SIGNATURE</b>	<b>DATE</b>
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PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

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DAVID W. SALYERS, P.E., COMMISSIONER

DATE

APPROVED AS TO LEGAL FORM

James W. Broese

**ATTACHMENT A**

<b>GRANT BUDGET</b>				
Investigation of brownfield sites				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
<b>Applicable</b>				
<b>Period:</b> BEGIN: 8/1/24 END: 7/31/26				
	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award <sup>2</sup>	100,000.00	0.00	100,000.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest <sup>2</sup>	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation <sup>2</sup>	0.00	0.00	0.00
	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	<b>GRAND TOTAL</b>	<b>\$100,000.00</b>	<b>0.00</b>	<b>\$100,000.00</b>

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

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

**ATTACHMENT A**  
**Page 2**

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Phase I: Oak Ridge Preservation project	11,650.00
Phase I: Oak Ridge Redevelopment project	14,350.00
Phase II Testing	10,000.00
LBP, Asbestos, and hazmat testing	59,000.00
Admin	5,000.00
<b>ROUNDED TOTAL</b>	<b>\$100,000.00</b>



# Application Summary

**Application Type:** DOR - Brownfield Redevelopment Area Grant - Investigation

## Purpose and Overview

### Grant Overview

In 2023, the Tennessee General Assembly authorized the Tennessee Department of Environment and Conservation (TDEC) to establish the Brownfield Redevelopment Area Fund, to support a state-administered brownfield grant program for identification, investigation, and remediation to encourage the redevelopment of brownfields<sup>1</sup>. The fund also promotes conservation of Tennessee’s agricultural, recreational, and open space lands by encouraging environmentally sound redevelopment of properties blighted by real or perceived contamination. Through this fund, TDEC administers the **Brownfield Redevelopment Area Grant (BRAG)**, which is described in this grant manual.

TDEC may award grants to eligible entities for the identification, investigation, or remediation of brownfield sites. Grants may also cover reasonable administrative expenses, not to exceed 5% of any grant awarded, relative to the redevelopment of brownfield sites. Grant funding is capped at five hundred thousand dollars (\$500,000) from the fund in a fiscal year for each eligible entity. Applicants must demonstrate how their project will improve or enhance the identification, investigation, or remediation of a site, to encourage the redevelopment of brownfield properties in their communities.

### Project Types

To support BRAG’s purpose of supporting identification, investigation, or remediation activities, TDEC will award grants for the **identification, investigation, and remediation** of brownfield sites across the state. These three project types are highlighted below and described in detail throughout the manual.

Project Type	Description	Maximum Grant Funding	Contract Term
<i>Identification</i>	The creation of an inventory of brownfield sites, which may span multiple locations.	\$20,000	12 months
<i>Investigation</i>	Conducting a Phase I Environmental Site Assessment (ESA) in accordance with the current ASTM E-1527 standard; a Phase II Environmental Site Assessment conducted in accordance with the current ASTM E1903 standard; or other environmental investigation such as an Analysis of Brownfield Cleanup Alternatives (ABCA).	\$100,000	24 months
<i>Remediation</i>	Any action to contain, remove, mitigate, or dispose of hazardous substances, pollutants, other contaminants, or petroleum products, at a brownfield site. This may include certain types of demolition performed at a brownfield and the installation or upgrade of the minimum amount of infrastructure that is necessary to make a brownfield property usable.	\$500,000	24 months

For FY24, eligible entities may submit multiple applications through BRAG and must select from the project types listed above. Each eligible entity may submit one\* application per project type for up to three total applications (one identification, one investigation, and one remediation ). Eligible entities may be awarded

multiple grants but cannot receive a total of more than \$500,000 in BRAG funds for a given fiscal year. Additionally, eligible entities must complete the contract term or the activities within active contracts prior to submitting a BRAG application for a new project under that same project type. TDEC expects to open applications through BRAG on an annual basis.

\*Development districts and development boards encompassing numerous counties and municipalities may apply for multiple grants under the identification project category to cover identification activities across their jurisdiction.

<sup>1</sup>T.N. Leg. Assemb. Reg. Session 2023., Public Acts of 2023, Pub. Chp. 86, [pc0086.pdf \(tnsosfiles.com\)](#)

## Timeline, Eligibility & Funding

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### Timeline

The application window closes May 1st, 2024.

The following is a draft timeline of the application and review process for this competitive grant offering. This is subject to change and extensions may be granted solely at TDEC's discretion, upon written request. Awards for this grant cycle are subject to available funds and awarded at the discretion of TDEC.

**February 2024:** Application Window opens

**April 2024:** Proposal Submission Deadline; begin review and processing of applications.

**June 2024:** Awards announced

**August 2024:** Execute grant contracts

### Funding

Of the available BRAG program funds, no more than \$500,000 may be awarded to any one eligible entity in each fiscal year. If for any reason the funds become unavailable, TDEC may cancel any awarded BRAG program contracts or award announcements.

### BRAG Funding

The total amount of funding available for BRAG in FY24 is **\$5 million**. TDEC is not designating a certain proportion of the available funding by project type. Rather, TDEC will assess all proposals to determine which projects to fund. Please note that TDEC may select all or part of a proposal for funding and may offer to fund more or less than the eligible grant amounts or a larger or smaller amount than requested in the application.

All grants will be awarded through a grant contract, which may include terms and conditions other than those found in this manual. Full execution and acceptance of a complete, valid grant contract is required before funds can be allocated to a grantee. TDEC has the sole discretion to terminate awarded grant contracts, refuse to allocate funds, or require a refund of funds from grantees if sufficient progress or compliance has not been demonstrated through required reporting.

**\*No reimbursable work shall begin on grant projects until an executed contract has been signed by all parties.**

### Match Requirement

For FY24, there is no match requirement for BRAG proposals. However, grantees of investigation and remediation projects are required to enroll the brownfield redevelopment area in the Brownfield Voluntary Cleanup Oversight and Assistance Program (VOAP) and pay the associated schedule of fees. These fees may be considered grant expenses (reimbursable) for Tier 3 or Tier 4 counties, utilizing the Department of Economic and Community Development's Tennessee Jobs Tax Credit Enhancement County designation. Tier 1 and Tier 2 counties cannot utilize BRAG funds for VOAP fees and must agree to pay these fees through other means.

### Administrative Use of Funds

Up to 5% of a grant applicant's total grant contract may be used for reasonable and allocable administrative expenses. Administrative expenses may include reporting, compliance assurance, monitoring, or direct or indirect costs associated with administering the grant award.

### Procurement and Reimbursement

All activities and procurements funded through the BRAG program are required to follow State of Tennessee procurement standards and requirements, or equivalent local policy (whichever is more stringent). When the terms of a grant award allow disbursements for the cost of goods, materials, supplies, equipment, or contracted services, such procurement must be made on a competitive basis whenever possible, including using competitive bidding procedures.

The BRAG funding will be provided to grantees through requests for payment for costs incurred. A request to receive funding for eligible expenses must be submitted through TDEC's Grants Management System (GMS). Supporting documentation will be required to substantiate the costs requested for funding, which may include purchase orders, pay requests, invoices, and/or proof of payment.

The first request for funding submitted to TDEC shall include proof of costs incurred, including all applicable purchase orders, pay requests, invoices, and proof of payment. This first request shall not be for more than 50% of the total grant award. Subsequent requests for funding submitted to TDEC shall include any applicable purchase orders, pay requests, invoices, and proof of payment. Grantees may only request up to 80% of the reimbursement of grant funds until all applicable deliverables outlined in the grant contract have been received and approved by TDEC.

### Ineligible Expenditures

Eligible uses of funds are described for each project type in that relevant section. Below is a list of ***ineligible expenditures*** across all project types:

1. Conducting environmental assessment activities not part of a Brownfield Voluntary Agreement (BVA).
2. Monitoring and collecting data necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action.

3. Performing construction, demolition, and development activities that are not cleanup actions (e.g., marketing of property or construction of a new facility).
4. Addressing public or private drinking water supplies that have deteriorated through ordinary use.
5. Cost sharing or matching funds for another federal grant.
6. Paying a penalty or fine.
7. Using BRAG funding to fund a community or municipal grant program.
8. Property acquisition.
9. Costs associated with activities conducted prior to the grant period.
10. Costs associated with activities that cause the loss of greenspace in the community, as defined in the Definitions section.

Applications may be considered ineligible under the following conditions:

1. The application is incomplete at the close of the application window.
2. BRAG funds requested exceed \$500,000.
3. The timeline, budget, and scope of work proposed are not plausible as determined by the State in its sole discretion.
4. Proposed project causes a loss of greenspace in the community.
5. Proposal involves properties listed as Federal Superfund (National Priority List or NPL) sites, RCRA-permitted, or Interim-status facilities, or properties where the applicant is named in a federal or state enforcement action pertaining to that property.

## Submission Guidelines

Each application should describe a single project that falls under a project type (identification, investigation, or remediation). **Eligible entities may only submit one application for each project type (identification, investigation, and remediation) to the BRAG program for FY24, for a total of three applications.** Development districts encompassing several counties may submit multiple applications under the identification project category so long as the total amount of BRAG funding requested by the development district does not exceed \$500,000. Each eligible entity may not receive more than \$500,000 in BRAG funding for FY24.

Grant applicants must register through TDEC's Grants Management System (GMS), and all applications must be submitted electronically to be considered. Applicants must demonstrate that their proposal meets all eligibility requirements. Applications will be scored and awarded in a competitive manner. Submission of a complete application does not guarantee that the applicant will receive a grant.

Grant applicants are required to have a full and complete application submitted by the application solicitation closing. TDEC will rank and review applications based on the information included in the application at the time of submission. Incomplete applications will not be considered for funding.

## Eligibility

### Grant Applicants

Grant applicants must be an **eligible entity**, as described in the Definitions section. Applicants must be in full compliance with all other environmental requirements in Tennessee, and the applicant must not be subject to

any current enforcement action from any state or federal environmental agency unless such enforcement action is, in the opinion of the Commissioner, adequately resolved with the applicable agency. Entities with consent orders are not prohibited from participating in the program. Further, the entity must be in compliance with Title VI of the Civil Rights Act of 1964 and be able to pass a pre-award Title VI audit.

### **Properties**

Eligible entities must demonstrate they have legal access to the extent necessary to the project sites in order to accomplish the proposed project scope of work. Properties which are listed as Federal Superfund (National Priority List or NPL) sites, RCRA permitted or Interim-status facilities or properties involved in or targeted for any federal or state enforcement action (i.e., Commissioner's Order) are prohibited from participating in the BRAG. Properties that are regulated by the Division of Underground Storage Tanks or by the Dry Cleaner's Environmental Response Program (DCERP) may be eligible on a case-by case basis.

Investigation grant applications may include multiple properties; however, each property must be clearly identified. Properties that contain more than one parcel are eligible to apply as one property, but the parcels must be contiguous. Parcels separated only by a street, alley, or railroad track will be considered contiguous. The property being investigated must be enrolled or enroll in VOAP within thirty days of the grant contract being executed to be eligible for receiving BRAG funds. Multiple sites may be submitted in the Investigation grant category, with the total cumulative budget of all sites not exceeding \$100,000. If an applicant submits multiple sites, the applicant must identify which site is the priority. If an applicant fails to identify the priority site, their application may be disqualified.

### **Contract Term and Funding**

The contract term for investigation grants is twenty-four months. Extensions may be approved on a case-by-case basis at TDEC's sole discretion. The maximum funding available for an investigation grant is \$100,000.

## **Additional Considerations**

### **Monitoring and Oversight**

It is incumbent on all grantees to have the proper monitoring and oversight controls in place for its contractors and subcontractors. This includes, but is not limited to:

- Reviewing invoices;
- Ensuring contractors and subcontractors are not federally debarred;
- Requiring that all rules and regulations are followed and complied with; and
- Providing project management of the projects to ensure timelines and milestones are being met.

### **Public Record**

Any information affiliated with the solicitation for the State of Tennessee's BRAG funds, including information submitted by applicants, may be considered public record (other than what is not public record due to homeland security) and will be subject to disclosure to the public as required by Tennessee law. By applying for a grant,



applicants agree to allow the use of the applicant and project information as provided in the application and grant documents to be published or distributed in various print or electronic media publications.

The application is also subject to the State of Tennessee's applicable laws governing the public disclosure of personally identifiable information, which are set forth in the Tennessee Code Annotated section 10-7-504(a)(29). Pursuant to Tennessee Code Annotated section 10-7-503(a)(5), "information made confidential by State law shall be redacted whenever possible, and the redacted record shall be made available for inspection and copying."

### Certification

At its sole discretion, TDEC reserves the right not to award funds to applicants that:

- Fail to submit a complete application;
- Exhibit poor performance in complying with the expectations and requirements of previous grant or loan contracts with the State of Tennessee; or
- Have regulatory or programmatic compliance issues with the State of Tennessee (e.g., is in significant non-compliance with current regulations).

The above list is not exhaustive, and TDEC may elect not to award funds for other reasons deemed by TDEC to be necessarily disqualifying in order to uphold the integrity of the BRAG program.

The applicant shall certify that:

- The applicant understands that the elements of Title VI compliance correspond to requirements for Title VI as provided for in 42 U.S.C. § 2000(d) and in Tennessee Code Annotated section 4-21-904, and the applicant has either adopted and implemented these elements of compliance or has agreed to adopt and implement TDEC's compliance resources as its own;
- The applicant understands that the applicant's eligibility for funding is contingent upon its satisfaction of and adherence to the requirements of Title VI, as well as the satisfaction of and adherence of any contractor or subcontractor associated with the project as required by law;
- The applicant has successfully submitted and received notification of completion for its annual Title VI Compliance Application;
- The applicant understands that if the applicant is awarded a grant by TDEC, the applicant will need to show evidence of completion of Title VI training if TDEC requests;
- The applicant has read and understands the reporting requirements, and the applicant agrees that it will comply with these requirements;
- All vendors will be selected in accordance with state public contracting laws under Tennessee Code Annotated Title 4, Chapter 56; Title 12, Chapter 3; and Title 12, Chapter 4;
- The applicant, along with the officers, directors, owners, partners, employees, or agents of the applicant organization, is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for an award by any State or Federal agency; and
- The site(s) included in the application are enrolled in VOAP or will enroll in VOAP within thirty days of an executed and signed contract.

### Selection Criteria

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### Proposal Review

TDEC will assemble a panel of subject matter experts to review all complete and eligible grant applications, including supporting documentation. The review panel will rank applications according to the selection criteria identified in this grant manual. Identification, investigation, and remediation grants will have different selection criteria. Applications within a given project type will be ranked relative to other proposals within that same project type. TDEC will not begin reviewing applications until the application solicitation is closed and all applications are received. Applications will be evaluated on the data provided; therefore, complete applications are essential. Each grant applicant is responsible for submitting all relevant and factual information with the application.

The assessing panel will recommend funding proposals based on the evaluation of the scoring criteria, using the top-scored proposals up to the funding maximum. TDEC may in its sole discretion consider feasibility of project completion and diversity of project types, applicants, and geographic distribution in making final funding recommendations. TDEC may in its sole discretion award fewer grants than the authorized funding level. Applications may be partially funded based on a revised scope and budget agreed upon by the applicant(s) and TDEC. Final funding decisions will be approved by TDEC leadership and published online. Funding decisions are final at time of award announcement and publication.

Entities with applications that were not selected for award may request feedback on their application by submitting a written request to the Division of Remediation at [TDEC.Brownfields@tn.gov](mailto:TDEC.Brownfields@tn.gov) within ten days of award announcements. Following written request, TDEC will provide additional details regarding the grant application to the entity. TDEC may provide these additional details in writing or in a meeting.

### Selection Criteria

Applications will be reviewed and ranked to identify which proposals are funded. Within each row (section) of the scoring rubric, a proposal will receive a score ranking from zero to the maximum points available, using whole numbers. Proposals with the highest total points at the end of scoring will be considered for funding. Proposals that submitted information for multiple sites will have each site individually ranked according to the scoring criteria below. The following is the selection criteria for investigation grants:

[Download Selection Criteria](#)

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### Resources and Contact

**For Reference:**

Definitions

TDEC Brownfield Grants and Resource

TDEC Brownfield Voluntary Cleanup Oversight and Assistance Program (VOAP)

TDEC Brownfield VOAP Fee Structure

Tennessee Jobs Tax Credit Enhancement County Map

**Program Contact:**

Please email [TDEC.Brownfields@tn.gov](mailto:TDEC.Brownfields@tn.gov) for technical questions throughout the application and award process. All other communications (regular mail, express mail, electronic mail), concerning this application and award process must be addressed to:

Tennessee Department of Environment and Conservation  
Division of Remediation  
Brownfield Area Redevelopment Grant Program  
William R. Snodgrass Tennessee Tower  
312 Rosa L. Parks Avenue, 14th Floor  
Nashville, TN 37243  
[TDEC.Brownfields@tn.gov](mailto:TDEC.Brownfields@tn.gov)

Grant applications will only be accepted through the Grants Management System (GMS). Grant applications will not be accepted through regular mail, express mail, or electronic mail. Applicants may communicate with TDEC via the email identified above to ask clarifying questions about the BRAG program. As a competitive grant opportunity, applicants should understand that TDEC staff cannot give advice on specific applications or projects and must maintain a fair and impartial process.

Following the close of the application period, all communications concerning this application and award process can be completed through the Grants Management System (GMS).

**Post Award**

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**Post Award Information NOTE:** These requirements must be fulfilled **ONLY IF** the application has been approved.

### Activities

The following is a list of allowable actions under an investigation grant. Other expenses may be allowable but would require prior approval by TDEC.

1. Preparing a Phase I and Phase II Environmental Site Assessment(s) document(s).
2. Preparing an Analysis of Brownfields Cleanup Alternatives (ABCA).
3. Site assessment and characterization of the project site.
4. Development of a corrective action plan, for example, a soil management plan.
5. Development of a groundwater corrective action system.
6. Program enrollment and oversight costs under VOAP

### Deliverables

Grantees are responsible for accomplishing and submitting deliverables to TDEC as follows:

1. Within 30 days of an executed contract, the grantee must enroll the site(s) in VOAP and submit enrollment verification via GMS.
2. The grantee must provide the Phase I Environmental Site Assessment(s) document(s) to the assigned VOAP Project Manager.
3. If conducting a Phase II, the grantee must provide the Phase II Environmental Site Assessment(s) document(s) including documentation such as field notes, photos, boring logs, laboratory reports, tables, figures, etc., as appropriate.
4. The grantee must provide any other reports, laboratory data, or other project documentation developed utilizing grant funds.

Grantees may contract services to complete the items listed in the deliverables section. No more than 5% of the grant budget may be used toward administrative purposes.

### Reporting Requirements

Quarterly, grantees must submit a status report to TDEC, including all project progress, deliverables met (including final environmental reports), and a budget expenditures-to-date analysis. Grantees will also be required to complete and submit a final report at the end of the contract term. Grantees should include documentation of any activities occurring during that quarter as a part of this report.

### Additional Criteria

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TDEC may consider additional factors in funding decisions including, but not limited to, the list below. For additional 20 priority points, please explain the extent to which these additional factors apply to your application. (maximum 300 words, each)

1. Whether the population of the town/city of the site is 10,000 or less.
2. Public interest or community support for the reuse of the property.

The City of Oak Ridge and the Oak Ridge Housing Authority work hand-in-hand to address housing needs. The City of Oak Ridge recognizes the need for affordable housing, which is evidenced by the on-going PILOT agreement which reduces property taxes at housing authority properties and when the City sold the Scarboro land to ORHA at a nominal price for housing development. During recent community engagement and design charrettes, multiple city staff members attended and participated in the process. Additionally, the Planning Commission has recommended approval for the re-zoning of the site. There is strong public interest and City support.

Oak Ridge Housing Authority and its development partner, Collaborative Housing Solutions, along with their architectural team, oversaw multiple listening sessions, community design charrettes, and meetings with community stakeholders to create a vision that collectively addresses the reuse of this vacant land, including solutions for housing needs and goals, design priorities, and preferences of the Scarboro neighborhood residents. The community meetings began in March 2023, while the design charrette meetings commenced in August 2023. The dates of the community meetings were March 16, April 6, July 6, and November 2, 2023. The goal of the meetings was to seek community input and feedback on the key elements of the redevelopment and site plan. The conceptual site plan reflects the input on material topics such as access to the site, a mix of rental and homeownership uses, buffers with surrounding neighbors, aesthetic design, and relocation of the on-site air monitoring station.

**1b\_Scarboro\_Planned\_Unit\_Development\_-\_General\_Information.pdf**

286.3 KB - 05/06/2024 7:25 PM

**Oak\_Ridge\_LIHTC\_Devs\_Description\_3\_22\_24.pdf**

606.5 KB - 05/07/2024 5:25 PM

Total Files: 2

## Title VI Compliance

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The Title VI Compliance Application is a separate application that is completed by the applicant to provide your organizations Pre-Audit Survey responses. Please note, this is not ONLY the Title VI Training and Certification.

This application will only need to be completed once per year when you wish to receive funds. Also, this application will automatically go back into Draft Status to be resubmitted 9 months after it has been marked complete.

### TDEC TITLE VI STATEMENT

All Grantees will be required to affirm the following statement as part of the grant contract: The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Please confirm that the Applicant Organization has completed the Title VI Compliance application within the last calendar year.

Not Sure

**Compliance with Title VI is required before receiving funding. Please notify the Applicant Organization of their need to complete the Title VI application before submitting this application.**

**If a Title VI Application needs to be opened for your Organization, please contact [TDEC.Grants@tn.gov](mailto:TDEC.Grants@tn.gov).**

## General Information

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### Organization Profile

**Organization:** Anderson County

**Type:** County Government

**Primary Contact:** Terry Frank

**Address:** 100 North Main Street, Clinton, TN 37716-3687

**Address Two:**

**Email:** [tfrank@andersoncountyttn.gov](mailto:tfrank@andersoncountyttn.gov)

**Phone:** (865) 457-5400

**Website:** <https://andersoncountyttn.gov/>

Have you registered in Supplier Maintenance and received your Supplier ID?

You can view Supplier Maintenance [here](#).

- Yes
- No
- I'm Not Sure

Fiscal Year End Date

When day of the year does your organization's Fiscal Year end?

**Application completed by**

**Name:** Jill Cromartie  
**Personal Address:** 2107 N Decatur Rd, Decatur, GA 30033  
**Personal Address Two:** #837  
**Personal Email:** jill@collaborativehousingsolutions.com  
**Personal Phone:** 770-256-2259

Please specify which county the project will be primarily located:  
Anderson

**Grant Contact**

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If funded, this is the individual responsible for proposal implementation and grant contract compliance (e.g., oversight of procurement, adherence to reporting requirements, etc.)

<b>Title or Position:</b>	Executive Director	<b>Phone:</b>	(865) 482-1006
<b>Email:</b>	mcatron@orha.net	<b>Mailing Address:</b>	10 Van Hicks Rd
<b>City:</b>	Oak Ridge	<b>State:</b>	Tennessee
<b>Zip:</b>	37830		

**Proprietary Information**

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County(ies) Served

Select all that apply

Ander son	Carter	David son	Giles	Hawki ns	Johns on	Madison	Moore	Roane	Sullivan	Wayne
Bedfo rd	Cheath am	Decat ur	Graing er	Haywo od	Knox	Marion	Morg an	Robert son	Sumner	Weakl ey
Benton	Chester	Dekalb	Greene	Hender son	Lake	Marshall	Obion	Ruther ford	Tipton	White
Bleds oe	Claibor ne	Dicks on	Grundy	Henry	Lauder dale	Maury	Overt on	Scott	Trousd ale	Willia mson
Blount	Clay	Dyer	Hambl en	Hickm an	Lawre nce	McMinn	Perry	Sequat chie	Unicoi	Wilson
Bradl ey	Cocke	Fayet te	Hamilt on	Houston	Lewis	McNairy	Picke tt	Sevier	Union	
Camp bell	Coffee	Fentr ess	Hanco ck	Hump hreys	Lincoln	Meigs	Polk	Shelby	Van Buren	
Cann on	Crockett	Frank lin	Harde man	Jackson	Loudon	Monroe	Putn am	Smith	Warren	
Carroll	Cumber land	Gibson	Hardin	Jeffers on	Macon	Montgo mery	Rhea	Stewart	Washin gton	

Population Served

Population (from the 2020 U.S. Census Results for the municipal boundary in which the project activities will occur).

31402

Federal Employer Identification Number (FEIN)

62-0922697

Budget and Attachments

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Budget Worksheet

Policy 03 Object Line- item reference	Expense Object Line- item Category (1)	Grant Contract	Grantee Match	Total Project
Enter Match % Requirement:	0%			
1.2	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant and Award (2)	\$100,000.00	\$0.00	\$100,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage and Shipping, Occupancy, Equipment, Rental and Maintenance, Printing and Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences and Meetings	\$0.00	\$0.00	\$0.00
13	Interest (2)	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation (2)	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel (2)	\$0.00	\$0.00	\$0.00
20	Capital Purchase (2)	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>Grant Total</b>	<b>\$100,000.00</b>	<b>\$0.00</b>	<b>\$100,000.00</b>

Budget Line Item Details  
Budget Line Item Detail

Professional Fee, Grant and Award	Amount
Phase I: Oak Ridge Preservation project	\$11,650.00
Phase I: Oak Ridge Redevelopment project	\$14,350.00
Phase II Testing	\$10,000.00
LBP, Asbestos, and hazmat testing	\$59,000.00
Admin	\$5,000.00
	\$0.00
	\$0.00
	\$0.00

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\$100,000.00

**Interest**

**Amount**  
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**Depreciation**

**Amount**  
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\$0.00  
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\$0.00

**Other Non-Personnel**

**Amount**

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\$0.00

**Capital Purchase**

**Amount**

\$0.00

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\$0.00

**Salaries, Benefits and Taxes**

**Amount**  
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\$0.00

**Travel, Conferences**

**Amount**  
\$0.00  
\$0.00

# Application Summary

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**Indirect Costs**

**Amount**

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**In Kind Expenses**

**Amount**

\$0.00  
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**Supplies**

**Amount**

\$0.00  
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Additional Budget Upload

## Partner Information

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Partner Information

Application ID	Organization	Contact Name	1-1 of 1
2024-11259	Anderson County		

## Project Information

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### General Proposal Information

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Project Address(es)

Application ID	Organization	Project Title	Street Address	State	Zip	County	County Tier	1-1 of 1
2024-11259	Anderson County	Oak Ridge Housing Authority Portfolio	10 Van Hicks Rd	Tennessee	37830	Anderson	Tier 2	

Grant Funding Requested

As an Investigation Grant applicant, you may ask for no more than \$100,000.00. Any amount exceeding this threshold will be automatically rejected.

\$100,000.00

VOAP Acknowledgement

I agree to enroll in and adhere to the VOAP Schedule of Fees

## Certification

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The applicant shall certify that:

- The applicant understands that the elements of Title VI compliance correspond to requirements for Title VI as provided for in 42 U.S.C. § 2000(d) and in Tennessee Code Annotated section 4-21-904, and applicant has either adopted and implemented these elements of compliance or has agreed to adopt and implement TDEC's compliance resources as its own;
- The applicant understands that the applicant's eligibility for funding is contingent upon its satisfaction of and adherence to the requirements of Title VI, as well as any contractor or subcontractor associated with the project as required by law;
- The applicant has successfully submitted and received notification of completion for its annual Title VI Compliance Application;
- The applicant understands that if the applicant is awarded a grant by TDEC, the applicant will need to show evidence of completion of Title VI training when requested by TDEC;
- The applicant has read and understands the reporting requirements and that the applicant will comply with these requirements;
- All vendors will be selected in accordance with state public contracting laws under Tennessee Code Annotated Title 4, Chapter 56; Title 12, Chapter 3; and Title 12, Chapter 4; and
- The applicant, along with the officers, directors, owners, partners, employees, or agents of the applicant organization, is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for an award by any State or Federal agency.
- The site(s) included in the application are enrolled in VOAP or will enroll in VOAP within 30 days of an executed and signed contract.

I hereby certify that the above is accurate

Name

Jill Cromartie

Date

05/07/2024

### Authorized Signatory

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**The current approved signatory for Anderson County and all things related to this grant is Terry Frank.**

**If the individual listed above is no longer with the organization, please reach out to [TDEC.Grants@tn.gov](mailto:TDEC.Grants@tn.gov) with the new information.**



Please select the correct response below

- I agree that the above regarding the approved signatory is correct.
- The above information is not correct. I will send the correct information to TDEC.Grants@tn.gov to get the organization primary contact updated.
- The above information is not correct, additional signers are needed. I will upload the additional signer information below.

If the Awarded Local Government will be allowing individuals other than the principal executive officer or ranking elected official (i.e. mayor or utility director) to sign off on contract related items, the below information must be provided for each individual. An Authorization Letter from the principal executive officer or ranking elected official specifying individual(s) listed in the grant proposal have the authority to sign in place of the principal executive officer or ranking elected official must be uploaded below.

**Printed Name Title Phone Date Signed Email Name of Person Granting Authorization to Certify**

If you have signatory authority from the principal executive officer or ranking elected official, please fill out the information fields above and upload proof of signatory authority on grant applicant letterhead or another form of official executed documentation.

### Self Debarment Verification

---

Please verify that your organization is not on the federal debarment list.

The Awarded Organization is required to check the debarment status of their organization by using the SAMS website prior to making a recommendation of award, purchasing of goods, or securing of services to meet grant requirements and to insure any and/or all funds associated with the grant project will be eligible for reimbursement. Grant reimbursements will not be processed if the debarment status verification have not been completed.

*NOTE: If active exclusions and/or delinquent federal debt are shown, the organization cannot receive a grant contract or grant funds. If no active exclusion and no delinquent federal debt are shown, the awarded organization may receive grant funds as long as all other grant policies and procedures are followed.*

Search for your organization to confirm that you are not on the Debarment List by going to [System for Award Management \(SAM\)](#)

Click "SEARCH RECORDS" tab.

In the search bars type in the Entity name or using an exclusion search term, Duns & Bradstreet number (DUNS) and/or the Entity Commercial and Government Entity (CAGE) code. You can only use one search bar at a time to search for records. Individuals are not assigned a DUNS number or CAGE code. When checking for a debarred individual, conduct the search by typing the name in the top bar.

Click "SEARCH" to retrieve a list of results. Entities with "Exclusion" listed in purple are currently debarred, while those labeled "Entity" in green do not have exclusions. In the right upper corner of the webpage, use the "Save PDF" option and upload a summary of search results.

Upload Debarment Status Verification

**Even if there are no search results, you still must upload a pdf showing your search results.**

**Sam\_gov\_No\_Exclusion\_Confirmation\_Housing\_Authority\_of\_Oak\_Ridge.pdf**

285.8 KB - 05/07/2024 5:23 PM

**Sam\_gov\_No\_Exclusion\_Confirmation\_Oak\_Ridge\_Housing\_Authority.pdf**

285.7 KB - 05/07/2024 5:23 PM

Total Files: 2

What name was searched?

Oak Ridge Housing Authority, Housing Authority of Oak Ridge

Please complete the below certification information

I certify to the best of my knowledge and belief that the data above is correct and I have searched my organization in the SAM system.

Name of person who searched the SAM system  
Jill Cromartie

Date  
05/07/2024

**Contract**

---

Maximum Liability Amount: \$ Original Maximum Liability  
1 Amount:  
0  
0,  
0  
0  
0.  
00

Maximum Liability - Written Dollar  
Amount

Example: Nine Thousand One Project Scope of Services  
Hundred Dollars Phase I and Phase II  
  
One Hundred Thousand  
Dollars

**Pre-Executed Contract**

---

Does this award fall under a Delegated Grant Authority (DGA) contract?  
No

Select one of the following  
Recipient

**Agency Tracking Number:**

**Contract Number:**

**Edison ID:**

**Contractor Legal Entity Name:** ANDERSON COUNTY GOVERNMENT

Edison Supplier ID: 0000004147

Speed Chart:

CFDA Number:

Date Sent to TDEC 11/13/2024  
Contracts for Review:

Date contract sent to  
grantee for signature:

Grantee Contract Signature  
Received Date:

### Executed Contract

---

6 Months Left Date (180  
Days):

### Amendments

---

Amendment Number (Written Out)

Numerical Number

Amendment Purpose and Effect

Amendment Increase or Decrease Amount (\$)

Date Amendment  
Requested:

Approved and Sent to  
Grantee:

Amendment Returned Date:

Amendment Executed  
Date:

Executed Amendment Upload

## Extensions

---

Date Extension Requested:

Extension Approved and  
Sent to Grantee:

Extension Returned Date:

Extension to DFS Date:

Extension Execution Date:

Executed Extension Upload

General Correspondence



General Correspondence Comments

---

Signature

---

Date

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All Words 



Select Domain  
Entity Information 

All Entity Information

Entities


Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By 

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Simple Search

Search Editor




- Any Words 
- All Words 
- Exact Phrase 

Fig. 123456789, Sm to Corp

**"housing authority of oak ridge"** ✕

- Classification ▼
- Excluded Individual ▼
- Excluded Entity ▼
- Federal Organizations ▼
- Exclusion Type ▼
- Exclusion Program ▼
- Location ▼
- Dates ▼

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## No matches found

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Search

All Words ▾



Select Domain  
Entity Information



All Entity Information

Entities


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Simple Search

Search Editor




- Any Words 
- All Words 
- Exact Phrase 

Fig. 1234567890 State Corp

**"oak ridge housing authority"** x

- Classification v
- Excluded Individual v
- Excluded Entity v
- Federal Organizations v
- Exclusion Type v
- Exclusion Program v
- Location v
- Dates v

Reset 



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### Scopes of Work

#### **Oak Ridge Redevelopment**

<b>Site</b>	<b>Phase I</b>	<b>Phase II</b>
219A S Dillard Lane (Scarboro)	October/November 2024	December 2024*
76 Honeysuckle Ln	October/November 2024	N/A
10 Knoll Ln	October/November 2024	N/A
173 Wade Ln	October/November 2024	N/A

\*Potential REC

#### **Oak Ridge Preservation**

<b>Site</b>	<b>Phase I</b>	<b>Phase II</b>
10 Van Hicks Rd	November 2024	December 2024
12 Joel Lane	November 2024	December 2024
10 Irene Lane	November 2024	December 2024
132 LaSalle Road	November 2024	December 2024

25-0084



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

Term: 60 months

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: BD-864 Date: 11/21/2024

BILL TO: ("Customer") SHIP TO: (if different)
Customer Name: TN Anderson County Customer Name:
Dept: EMA Dept:
Contact: Karen Ooten Contact:
Address: 111 S Charles Seivers Blvd Address:
City/State/Zip: Clinton, TN 37716 City/State/Zip:
Phone: Phone:
Email: Email:

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

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

Color Group II - Canon iRADVDXC3930I (30 CPM)

Table with 3 columns: Qty, Model Description - Base Configuration, Monthly Rental Price, Vendor Item ID. Includes items like Canon iRADVDXC3930I MONTHLY RENTAL, STAPLE FINISHER-AE1, CASSETTE FEEDING UNIT-AW1, etc.

TOTAL: \$31.65

Auto Toner Fulfillment (Requires use of imageWare Remote)

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

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

APPROVED AS TO LEGAL FORM

Handwritten signature

## Anderson County Government Employee Paramedic School Tuition Agreement

This Tuition Agreement is made on November 25, 2024 by and between, Chris Lassen (Employee) and Anderson County Emergency Medical Services (ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the Paramedic program at Roane State Community College (RSCC), beginning on or about January 16, 2025 and ending on or about December 5, 2025.

### Witnesseth:

**Section 1: Tuition Payment.** ACEMS agrees to pay RSCC directly for the course cost, including fees and books in the amount of no more than \$15,000, as long as the Employee is actively full-time employed by ACEMS, AND, the employee and ACEMS agree to continue full-time employment for a period no less than three (3) years after obtaining of paramedic State EMS License. (ACEMS will not pay for testing fees, which are considered a separate cost from the school requirements). Should the employee leave in the first year of the agreement, the employee will be required to repay the whole amount. Should the employee leave in the second year of the agreement they will pay back two-thirds of the reimbursement amount. Should the employee leave in the final year of the agreement they will pay back one-thirds of the reimbursement amount. All amounts Employee owes to the ACEMS shall be repaid by the Employee to the ACEMS within 12 months of the Employee's last day of full-time employment.

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

- a. Employment of the Employee at ACEMS terminates prior to the completion of the Program for any reason whatsoever, including resignation by Employee, or dismissal by Employer with or without cause; but excluding layoffs due to staff downsizing.
- b. Employment of the Employee at ACEMS terminates prior to the completion of the three years after obtaining of paramedic State EMS License.
- c. Failure to complete/pass the paramedic program.
- d. Failure to obtain state paramedic license, once all testing opportunities have been exhausted.

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

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

**Section 5: Release.** Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Employee's services under this Agreement.

**Section 6: Default.** In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

**Section 7: No Oral Modification.** No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

**Section 8: Waiver.** A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

**Section 9: Entire Agreement.** This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

**Section 10: Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**Section 11: Exhibits.** Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

**Section 12: Multiple Counterparts; Effectiveness.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

**Section 13: Jurisdiction.** Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

**Section 14: Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

**Section 15: Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

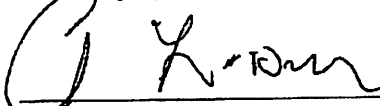
**Section 16: Notice.** Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

**Section 17: Titles and Subtitles.** Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

**Section 18: Assignment.** This Agreement is not assignable.

**Section 19: Further Documentation.** The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

**For Employee:**

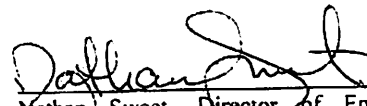
  
Signature

Chris Lassen  
Print Full Name


Date: 11/25/24

Address: 4408 Kingston Pike  
Apt 15 Knoxville, TN  
37719


**For Anderson County:**

  
Nathan Sweet, Director of Emergency  
Medical Services

Date: 11/25/24

  
12/2/2024

Approved as to Form:

  
County Law Director



## Anderson County Government Employee AEMT Class Agreement

This Agreement is made on November 18, 2024, by and between, Kayla Johnson (Employee) and Anderson County Emergency Medical Services (ACEMS).

Where as Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee has applied for and has been accepted into the AEMT (Course of Study) at Anderson County EMS (Program) beginning on/or about February 02nd, 2025 and ending on/or about May 23rd, 2025.

### Witnesseth:

**Section 1: Course Cost Coverage.** ACEMS agrees to cover the total fees for the Course, as long as the Employee is actively employed in a full-time capacity for a period of no less than one (1) year after obtaining licensure/certificate as an AEMT from the State of Tennessee. (ACEMS will not pay for testing fees, which are considered a separate cost from the class requirements). The course fee total is \$2,500.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 22: Assignment.** This Agreement is not assignable.

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

**For Employee:**

Karla L. Johnson  
Signature

Karla Lynn Johnson  
Print Full Name

Date: 11-22-2024

Address: 2517 Old Harriman  
Hwy, Oliver Springs, TN,  
37840.

**For Anderson County:**

Nathan Sweet  
Nathan Sweet, Director of Emergency  
Medical Services

Date: 11/25/24

[Signature]  
12/2/24

Approved as to Form:

[Signature]  
County Law Director

**MEMORANDUM OF UNDERSTANDING  
Between  
Anderson County Commission and  
Anderson County Mayor**

This Memorandum of Understanding (“MOU”) is entered into by and between Anderson County Commission (“Commission”) and the Anderson County Mayor (“Mayor”), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

**WHEREAS**, the Commission, is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

**WHEREAS**, the Mayor is tasked with overseeing many of the day-to-day operations of Anderson County (“County”); and

**WHEREAS**, the Commission must approve the County’s budget, and the Mayor executes many of the County’s expenditures, including expenditures for Buildings and the Health Department; and

**WHEREAS**, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

**NOW, THEREFORE**, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the County’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between County and the Tennessee Department of Health (“TDH”), TDH Agreement No. ~~(34360-90423)~~ set forth in Attachment “A”, hereby adopted and incorporated by reference herein, along with any current and future modifications thereto (“TDH Subaward Agreement”).

II. Conditions and Scope

The Commission agrees to provide, and the Mayor agrees to expend, Funds to perform the scope of work for the project as set forth in Attachment A, specifically in the “Scope of Work” and “Project” portions of Section A of the TDH Subaward Agreement.

III. Amount

The Commission agrees to provide and obligate the Funds set forth in Attachment 1 of the TDH Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Commission agrees to provide the Mayor the Funds in the allocated amount of \$116,400.00 as which is included in the amounts set forth in Attachment 1 of the TDH Subaward Agreement.
- b. The Mayor shall expend the Funds in the amount set forth in Attachment 1 of the TDH Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project, as set forth in the TDH Subaward Agreement.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the TDH Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the TDH Subaward Agreement is submitted to TDH with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee.

Agreed to this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Chair, County Commission

Agreed to this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
County Mayor

**ATTACHMENT "A"**

**(INSERT ORIGINAL EXECUTED TDH SUBAWARD AND ANY SUBSEQUENT EXECUTED MODIFICATIONS)**



GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
ANDERSON COUNTY GOVERNMENT

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Anderson County Government, hereinafter referred to as the "Grantee," is for the provision of Local Health Department Capital Investment project, as further defined in the "SCOPE OF SERVICES."

Herein, the term Grantor refers to the State of Tennessee Department of Health acting as the subgrantor of State Fiscal Recovery Funds granted to the State of Tennessee by the United States Department of the Treasury.

The Grantee is a subgrantee of the State of Tennessee and may include a County within the State of Tennessee, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.

Grantee Place of Incorporation or Organization: Clinton, TN

Grantee Edison Vendor ID # 0000004143

A. Scope (Eligible Expenses)

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in the Grant Contract.
A.2. Projects include, but are not limited to, new facility construction and interior and exterior renovations of existing health department buildings.
A.3. The Grantee agrees to utilize funds in accordance with the State approved plan for improvement as detailed in Attachment 1.
A.4. In the event that the Grantee is subject to an audit in accordance with Section D.19 hereunder, the Grantee shall submit to the State contact listed in D.8 a copy of the audit report and Notice of Audit Report Attachment.
A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
b. Attachments 8, 9, and 10.
c. the State grant proposal solicitation as may be amended, if any;

Attachment A

- d the Grantee's proposal (Attachment Reference) incorporated to elaborate supplementary scope of services specifications.
- A.5. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

**B. Term**

- B.1. These Terms and Conditions shall be effective for a period beginning on January 13, 2023 ("Effective Date") and ending on June 30, 2026 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. Maximum Liability**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under the Grant Contract exceed Three Hundred and Forty-Nine Thousand Dollars. (\$349,000) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment 3, shall constitute the maximum amount due the Grantee under the Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of the Grant Contract, the Grantee shall submit all invoices and other required documentation electronically via GMS, or other web-based portal in a form of Attachment 4 , prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Josh Gipson  
Andrew Johnson Tower, 7th Floor  
710 James Robertson Parkway  
Nashville, Tennessee 37243  
Phone: 615-532-1957  
Cell: 615-864-4744  
Email: [Josh.Gipson@tn.gov](mailto:Josh.Gipson@tn.gov)

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).



## Attachment A

- (5) Grantor: Department of Health, Division of Community Health Services.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of the Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
  - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
  - ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under the Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by the Grant Contract and shall be subject to the Grant Budget and any other provision of the Grant Contract relating to allowable reimbursements. Examples of required documentation as defined in 2 CFR §200 Subpart D can be found at Attachment 8.
- (2) An invoice under the Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under the Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) The Grantee must maintain all source documentation supporting the project costs (2 CFR §200.302). To facilitate closeout and audits, the Grantee should file all documentation pertaining to each project as the permanent record. The State and the Grantee must keep all financial and program documentation for five (5) years after the date of the Grantee's final expenditure report (2 CFR §200.334). Records are subject to audit by State auditors, US Treasury, US Office of Inspector General and the US Government Accountability Office (2 CFR §200.337).

C.6. **Budget Line-items.** Expenditures, reimbursements, and payments under the Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of the Grant Contract.

- a. Grantee and Grantee's contractors may be subject to the requirements of the Davis-Bacon Act when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. Please refer to contract section E.9. and Attachment 9 for examples of required federal funding provisions including Davis-Bacon Act and Copeland Anti-Kickback Act as applicable.

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- C.7. **Disbursement Reconciliation and Close Out.** The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 5).
- a. If total disbursements by the State pursuant to the Grant Contract exceed the amounts permitted by Section C of the Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under the Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to the Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. **Indirect Cost.** Indirect costs are not eligible for re-imbursement under this contract agreement.
- C.9. **Cost Allocation.** If any part of the costs to be reimbursed under the Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. **Non-allowable Costs.** Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of the Grant Contract, to constitute non-allowable costs.
- C.12. **State's Right to Set Off.** The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under the Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. **Prerequisite Documentation.** The Grantee shall not invoice the State under the Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

## Attachment A

- b The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. Terms**

- D.1. **Required Approvals.** The State is not bound by the Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of the Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** The Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (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).
- D.3. **Termination for Convenience.** The State may terminate the Grant Contract without cause for any reason. A termination for convenience shall not be a breach of the Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. **Termination for Cause.** If the Grantee fails to properly perform its obligations under the Grant Contract in a timely or proper manner, or if the Grantee violates any terms of the Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of the Grant Contract.
- D.5. **Subcontracting.** The Grantee shall not assign the Grant Contract or enter into a subcontract for any of the services performed under the Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of the Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. **Conflicts of Interest.** The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to the Grant Contract.

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The Grantee acknowledges, understands, and agrees that the Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

D.7. **Lobbying.** The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Josh Gipson  
Andrew Johnson Tower, 7th Floor  
710 James Robertson Parkway  
Nashville, Tennessee 37243  
Phone: 615-532-1957  
Cell: 615-864-4744  
Email: [Josh.Gipson@tn.gov](mailto:Josh.Gipson@tn.gov)

The Grantee:

Terry Frank, County Mayor  
Anderson County Government  
100 N Main St. Room 208 Clinton, TN 37716  
[tfrank@andersoncountyttn.gov](mailto:tfrank@andersoncountyttn.gov)

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Telephone # ~~865-457-5400~~ <sup>24</sup> 865-457-6200  
FAX # N/A

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

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

- D.9. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. The State's right to terminate the Grant Contract due to lack of funds is not a breach of the Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of the Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of the Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of the Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under the Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
  - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government

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enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

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

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

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

- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to the Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to the Grant Contract shall be approved by the State.
- D.14. **Licensure.** The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under the Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under the Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to the Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 6 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 6 shall complete Attachment 7. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within the Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance

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with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public. The Grantee shall also submit a copy of the Notice of Audit Report, Parent Child Form, and audit report to the State contact listed in D.8.

- D.20. **Procurement.** If other terms of the Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to the Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under the Grant Contract.

For purposes of the Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. **Strict Performance.** Failure by any party to the Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of the Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of the Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in the Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to the Grant Contract.

- D.23. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in the Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under the Grant Contract or otherwise. The State's total liability under the Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or



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otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of the Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under the Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under the Grant Contract arising from a Force Majeure Event is not a default under the Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from the Grant Contract is not a Force Majeure Event under the Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate the Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under the Grant Contract or charge the State any fees other than those provided for in the Grant Contract as the result of a Force Majeure Event.
- D.25. **Tennessee Department of Revenue Registration.** The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of the Grant Contract.
- D.26. **Charges to Service Recipients Prohibited.** The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to the Grant Contract.
- D.27. **No Acquisition of Equipment or Motor Vehicles.** The Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under the Grant Contract.
- D.28. **State and Federal Compliance.** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of the Grant Contract.
- D.29. **Governing Law.** The Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under the Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. **Completeness.** The Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the Grant Contract of the parties' agreement. The Grant Contract supersedes any and all prior understandings,

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representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

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

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

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

necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of the Grant Contract.

#### E. Special Terms and Conditions

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

## Attachment A

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which the Grant Contract is established.
  - c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
  - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: <https://www.gsa.gov>

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

E.3. Access to Records.

- a. The Grantee agrees to provide the State, the United States Department of the Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Grantee which are directly pertinent to the Grant Contract for purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Grantee agrees to provide the United States Department of the Treasury or authorized representatives access to construction or other work sites pertaining to the work being completed under the Grant Contract.
- d. In Compliance with the Disaster Recovery Act of 2018, the State and the Grantee acknowledge and agree that no language in the Grant Contract is intended to prohibit the audits or internal reviews by the United States Department of the Treasury or the Comptroller General of the United States.

E.4. No Obligation by Federal Government. The Federal Government is not a party to the Grant Contract and is not subject to any obligations or liabilities to the non-Federal entity, Grantee, or any other party pertaining to any matter resulting from the Grant Contract.

## Attachment A

- E.5. Compliance with The False Claims Act. The Grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Grantee's actions pertaining to the Grant Contract.
- E.6. Equal Employment Opportunity. During the performance of the Grant Contract, the Grantee agrees as follows:
- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - b. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Grantee's legal duty to furnish information.
  - d. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g. In the event of the Grantee's non-compliance with the nondiscrimination clauses of the Grant Contract or with any of such rules, regulations, or orders, the Grant Contract may be canceled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further Government contracts in accordance with procedures

## Attachment A

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The Grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.


- E.7 Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et seq.*, shall be printed pursuant to the Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

- E.8. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to the Grant Contract.
- E.9. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.

Certification by Grantee

I hereby certify that the Grantee will comply with the above terms and conditions.

ANDERSON COUNTY GOVERNMENT:

 \_\_\_\_\_ DATE 3/21/2023

TERRY FRANK, COUNTY MAYOR  
 PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

\_\_\_\_\_  
 RALPH ALVARADO, MD, FACP, COMMISSIONER DATE

APPROVED AS TO LEGAL FORM

  
 N. Jay Yeager  
 Anderson County Law Director

Approved by Commission

3/20/2023  
 Date (Under Mayor's report)

APPROVED

  
 Anderson County Finance Director

**Attachments:**

**Attachment 1: State Approved Plan for Improvement**

**Attachment 2: FAIW**

**Attachment 3: Budget**

**Attachment 4: Invoice Template**

**Attachment 5: Disbursement and Reconciliation**

**Attachment 6: Notice of Audit Report**

**Attachment 7: Parent Child Information**

**Attachment 8: Documentation to Support Costs Claimed**

**Attachment 9: Federal funding provisions for contractors**

**Attachment 10: US Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions**



Attachment A

ATTACHMENT 1



## ANDERSON COUNTY GOVERNMENT

TERRY FRANK  
COUNTY MAYOR

February 2, 2023

Susan Judlin, Regional Director  
East Regional Office  
2201 Medical Center Way  
Knoxville, TN 37920

Mrs. Judlin,

Please accept this letter as a request for the ARP funding to renovate the Anderson County Health Department. Anderson County is designated to receive \$349,000 in ARP funding for facilities improvement. This grant contract is designated at \$465,400 with Grantee participation of \$116,400. Anderson County is dedicated to follow all policies and procedures set forth by the State of TN with the contracting agency facilitating.

The following plans are in place for improvements:  
Clinic area updates  
Clerical area updates

We appreciate the opportunity to receive these funds as this will allow Anderson County Health Department to provide care for our patients by protecting, promoting, and improving the health and prosperity of the people of Anderson and surrounding counties.

If you need any further information, please feel free to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Frank", is written over a horizontal line.

Mrs. Terry Frank  
Anderson County Mayor

Cc: Josh Gipson  
Regional & Local Health Facilities Specialist  
Community Health Services

**ATTACHMENT 2****Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	ANDERSON, COUNTY OF
Subrecipient's Unique Entity Identifier (SAM)	FYPENE4ABBG6
Federal Award Identification Number (FAIN)	SLFRP5534
Federal award date	N/A
Subaward Period of Performance Start and End Date	March 3, 2021 – December 31, 2026
Subaward Budget Period Start and End Date	March 3, 2021 – December 31, 2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	N/A - No NOA
Grant contract's begin date	January 13, 2023
Grant contract's end date	June 30, 2026
Amount of federal funds obligated by this grant contract	\$349,000
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Local Health Department Capital Investment Program – IT requests including phone system upgrades and statewide needs.
Name of federal awarding agency	US Treasury
Name and contact information for the federal awarding official	Katharine Richards, Director, Coronavirus State and Local Fiscal Recovery Funds, Office of Recovery Programs, Department of the Treasury, (844) 529-9527
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Josh Gipson, <a href="mailto:Josh.Gipson@tn.gov">Josh.Gipson@tn.gov</a> 615.864.4744
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	5 Percent 5%

**ATTACHMENT 3**  
**GRANT BUDGET**  
**(BUDGET PAGE 1)**

<b>ANDERSON COUNTY GOVERNMENT</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 13, 2023, and ending June 30 2026.</b>				
<b>POLICY 03 Object Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
	Salaries <sup>2</sup>	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
13	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
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>	\$349,000.00	\$116,400.00	\$465,400.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$349,000.00</b>	<b>\$116,400.00</b>	<b>\$465,400.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: [https://www.tn.gov/content/dam/tn/finance/documents/fa\\_policies/policy3.pdf](https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf)).

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

**ATTACHMENT 3 (continued) GRANT  
BUDGET LINE-ITEM DETAIL  
(BUDGET PAGE 2)**

<b>SALARIES</b>						<b>AMOUNT</b>
<b>SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)</b>		x		x	+	(\$0.00) <small>(Longevity, if applicable)</small>
<b>ROUNDED TOTAL</b>						<b>\$0.00</b>
<b>PROFESSIONAL FEE/ GRANT &amp; AWARD</b>						<b>AMOUNT</b>
<b>SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)</b>						<b>\$0.00</b>
<b>ROUNDED TOTAL</b>						<b>\$0.00</b>
<b>TRAVEL/ CONFERENCES &amp; MEETINGS</b>						<b>AMOUNT</b>
<b>SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)</b>						<b>\$0.00</b>
<b>ROUNDED TOTAL</b>						<b>\$0.00</b>
<b>INTEREST</b>						<b>AMOUNT</b>
<b>SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)</b>						<b>\$0.00</b>
<b>ROUNDED TOTAL</b>						<b>\$0.00</b>
<b>SPECIFIC ASSISTANCE TO INDIVIDUALS</b>						<b>AMOUNT</b>
<b>SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)</b>						<b>\$0.00</b>
<b>ROUNDED TOTAL</b>						<b>\$0.00</b>
<b>DEPRECIATION</b>						<b>AMOUNT</b>
<b>SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)</b>						<b>\$0.00</b>
<b>ROUNDED TOTAL</b>						<b>\$0.00</b>
<b>OTHER NON-PERSONNEL</b>						<b>AMOUNT</b>
<b>SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)</b>						<b>\$0.00</b>
<b>ROUNDED TOTAL</b>						<b>\$0.00</b>
<b>CAPITAL PURCHASE</b>						<b>AMOUNT</b>
IT requests including phone upgrades						\$ 15,400.00
Statewide needs						\$ 450,000.00
<b>ROUNDED TOTAL</b>						<b>\$465,400.00</b>



**Invoice Reimbursement Form**

**Section 1: Contract Information (to be completed by TDH Accounts)**

PO #	PO Line #	Receipt#	Agency Invoice #
_____	_____	_____	_____
Edison Contract#	Edison Vendor #	Edison Address Line #	AP Attachment (check if yes)
_____	_____	_____	<input type="checkbox"/>

**Section 2: Invoice Information (to be completed by Contractor/Grantee)**

Contract Invoice#	Invoice Date	Service Start Date	Service End Date
_____	_____	_____	_____
Contract Start Date	Contract End Date		
_____	_____		
Contact Person Name	Phone #		
_____	_____		

**Remit Payment to:**

Business Name \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Budget Line Items	(A) Total Contract Budget	(B) Amount Billed YTD	(C) Monthly Expenditures Due
Salaries			
Benefits			
Professional Fee/Grant/Award			
Supplies			
Telephone			
Postage and Shipping			
Occupancy			
Equipment Rental and Maintenance			
Printing and Publications			
Travel/Conferences and Meetings			
Interest			
Insurance			
Specific Assistance to Individuals			
Depreciation			
Other Non-Personnel			
Capital Purchase			
Indirect Costs			
<b>TOTAL</b>			

Attachment A

**Section 3: Payment Information (to be completed by TDH Program)**

Service Type (Select One):  Medical Services  Non-Medical Services

Speedchart	User Code	Project ID	Amount (\$)

**Section 4: Authorized Signatures**

**Contractor/Grantee Authorization**

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

**TDH Program Authorization**

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

**TDH Accounts Authorization**

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Instructions & Hints**

**Do not send a worksheet that is linked to another file**

Line by line instructions are on the "line by line info" tab  
Retain this file in blank form  
Use "File Save As" to save information for a specific contract or reporting period  
**File Names:** Please use the following format when naming files.  
**name of agency REPORTING PERIOD END.xls**  
**do not abbreviate the agency name**  
example: davidson county health MARCH 02.xls  
Reporting period - the start and end dates of the quarter being reported  
Reporting periods are based on the Agency's fiscal year  
Grant period - the start and end dates of the contract being reported  
Send a report for every quarter even if there is no activity for that quarter  
Abbreviations - do not abbreviate the Agency name  
Number pages using the "page \_\_\_\_ of \_\_\_\_ pages" format

**THE WORKSHEET IS NOT PROTECTED**

**do not overwrite formulas (identified by yellow shading and "0" ) or change formats**  
**do not overwrite/edit shaded areas (move to the cell beyond the shading for input)**  
**do not add (insert) lines do not change shaded areas**

Expense and Revenue pages can show information for 2 contracts  
Use separate Schedules A & B to report contracts for each granting State agency  
Use additional expense and revenue pages for more than 2 contracts  
copy all lines & fields to the first blank line below the last line in column A  
with the cursor at the start of the added page, use "insert" "page break" for print purposes  
reset print range to cover the added page(s) and correct the page numbers  
Contract Number is the State Contract Number, NOT the agency program number  
Report by program within the State Contract Number within State Department  
Summarize programs into totals by State Contract Number and State Department totals  
Do not combine State Contract Numbers  
One Funding Information Summary and one Schedule C are required from each contractor submitting reports  
Review Section C in all contracts for reporting requirements

**ALLOCATION OF ADMINISTRATIVE COSTS**

Requires completion of all attached sheets

**NOTE** If files are not properly named and print ranges not set, the report will be returned for correction  
Do not send invoices with expense reports  
**If refund due, mail reports with check or send note with e-mail that check in the mail**

e-mail completed files to: [Policy3.AMO.Health@tn.gov](mailto:Policy3.AMO.Health@tn.gov)  
e-mail filing replaces mailing forms

Mailing Address: Monaliz Hana Telephone 615-532-3406  
Tennessee Department of Health  
Fiscal Services  
6th Floor Andrew Johnson Tower  
710 James Robertson Parkway  
Nashville, TN 37243

**PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)  
SCHEDULE A  
EXPENSE BY OBJECT LINE-ITEMS**

There are seventeen specific object expense categories; two subtotals (Line 3, Total Personnel Expenses, and Line 19, Total Non-personnel Expenses); and Reimbursable Capital Purchases (Line 20), above Line 21, Total Direct Program Expenses. All expenses should be included in one or more of the specific categories, or in an additional expense category entered under Line 18, Other Non-personnel Expenses. The contracting state agency may determine these requirements.

With the exception of depreciation, everything reported in Lines 1 through 21 must represent an actual cash disbursement or accrual as defined in the Basis For Reporting Expenses/Expenditures section on page 13.

**THE YEAR-TO-DATE EXPENSES MUST BE TRACABLE TO THE REPORTING AGENCY'S GENERAL LEDGER**

**Line 1 Salaries And Wages**

On this line, enter compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees. An attached schedule may be required showing client wages or other included in the aggregations.

**Line 2 Employee Benefits & Payroll Taxes**

Enter (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and medicare taxes and unemployment and workers' compensation insurance. An attached schedule may be required showing client benefits and taxes or other included in the aggregations.

**Line 3 Total Personnel Expenses**

Add lines 1 and 2.

**Line 4 Professional Fees**

Enter the organization's fees to outside professionals, consultants, and personal-service contractors. Include legal, accounting, and auditing fees. An attached schedule may be required showing the details in the aggregation of professional fees.

**Line 5 Supplies**

Enter the organization's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies. An attached schedule may be required showing food expenses or other details included in the aggregations.

**Line 6 Telephone**

Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses.



**Line 7 Postage And Shipping**

Enter the organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

**Line 8 Occupancy**

Enter the organization's expenses for use of office space and other facilities, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

**Line 9 Equipment Rental And Maintenance**

Enter the organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telephone, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

**Line 10 Printing And Publications**

Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

**Line 11 Travel**

Enter the organization's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

**Line 12 Conferences And Meetings**

Enter the organization's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel).

**Line 13 Interest**

Enter the organization's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

**Line 14 Insurance**

Enter the organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include property and vehicle insurance if reported on lines 7, 8, or 11.

**Line 15 Grants And Awards**

Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. Pass-through funds are not included when computing administrative expenses reported on Line 22.

**Line 16 Specific Assistance to Individuals**

Enter the organization's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements.

**Line 17 Depreciation**

Enter the expenses the organization records for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

**Line 18 Other Non-personnel Expenses**

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements. Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

**Line 19 Total Non-personnel Expenses**

Add lines 4 through 18.

**Line 20 Reimbursable Capital Purchases**

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets. An attached schedule may be required showing the details for each such purchase.

**Line 21 Total Direct Program Expenses**

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

**Line 22 Administrative Expenses**

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

**Line 23 Total Direct And Administrative Expenses**

Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses. Line 23, Total Direct and Administrative Expenses Year-to-Date should agree with the Total of Column B, Year-to-Date Actual Expenditures of the *Invoice for Reimbursement*.

**Line 24 In-Kind Expenses**

In-kind Expenses (Line 24) is for reporting the value of contributed resources applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds. Carry forward to Schedule B, Line 38.

**Line 25 Total Expenses**

The sum of Line 23, Total Direct and Administrative Expenses, and Line 24, In-kind Expenses, goes on this line.

**PROGRAM REVENUE REPORT (PRR)  
SCHEDULE B  
SOURCES OF REVENUE**

The revenue page is intended to be an extension of the total expenses page, in that the columns should match up by contract/attachment number and program title. There are ten revenue sources (Schedule B, Part 1) and three subtotals (Lines 33, 41, and 43). Additional supplemental schedules for one or more of the line items may be attached, if needed. Each revenue column should be aligned with its corresponding expense column from Schedule A.

**Reimbursable Program Funds**

**Line 31 Reimbursable Federal Program Funds**

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from federal program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 32 Reimbursable State Program Funds**

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from state program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)**

Add lines 31 and 32.

**Matching Revenue Funds**

**Line 34 Other Federal Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other federal funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 35 Other State Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other state funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 36 Other Government Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other government funds. The state funding agency may have an attached detail listing and reconciliation schedule.

**Line 37 Cash Contributions (Non-government)**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from such sources of cash contributions as corporations, foundations, trusts, individuals, United Ways, other not-for-profit organizations, and from affiliated organizations. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 38 In-Kind Contributions (Equals Schedule A, Line 24)**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

**Line 39 Program Income**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from program income related to the program funded by the state agency. The state funding agency may require an attached detail listing.

**Line 40 Other Matching Revenue**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other revenues not included in lines 34 through 39. The state funding agency may require an attached detail listing.

**Line 41 Total Matching Revenue Funds**

Add lines 34 through 40

**Line 42 Other Program Funds**

Enter program income related to the program funded by the state agency but not reported as matching revenue funds on Line 54.

**Line 43 Total Revenue**

Add lines 33, 41, and 42

**RECONCILIATION BETWEEN TOTAL EXPENSES  
AND REIMBURSABLE EXPENSES  
SCHEDULE B - (Lines 51 to 59)**

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B). The first line of this section, Line 51, Total Expenses, is brought forward from the last line of the corresponding Schedule A Total Expense Page.

Attachment A

There are three categories of adjustments for which titled lines are provided:

**Line 52 OTHER UNALLOWABLE EXPENSES:**

Some program expenses may not be reimbursable under certain grants. This is a matter between the contracting parties, and will vary according to the state agency involved and the type of grant or contract. Consult your contract or the department that funds the program for guidelines.

**Line 53 EXCESS ADMINISTRATION:**

This adjustment line may be used to deduct allocated Administration and General expenses in excess of an allowable percentage specified in the grant contract. It may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Again, the specific guidelines of the department and grant involved are the controlling factor.

**Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)**

Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

**Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54)  
(Equals Schedule B, Line 33)**

This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

**Line 56 TOTAL REIMBURSEMENT-TO-DATE**

In the quarter-to-date column, this is the total received for this quarter from filing of the Invoice For Reimbursement. The cumulative column's amount is the total received for the grant year-to-date.

**Line 57 DIFFERENCE (Line 55 less Line 56)**

This is the portion of Reimbursable Expenses not yet paid.

**Line 58 ADVANCES**

Any advance payments for a grant should appear on this line.

**Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)**

The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

### **POLICY 3 REPORTING REQUIREMENTS - SUMMARY**

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: <http://www.state.tn.us/finance/act/policyb.html>

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

**Tennessee Department of Health  
Funding Information Summary**

AGENCY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_

REPORTING PERIOD: (MM/DD/YY) FROM: \_\_\_\_\_ THRU: \_\_\_\_\_

AGENCY FISCAL YEAR END (MM/DD) \_\_\_\_\_

COST ALLOCATION DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, Name of organization that approved the Plan: \_\_\_\_\_

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:  
Ratio of direct program salaries to total direct salaries applied to administrative cost. \_\_\_\_\_  
Ratio of direct program expenditure to total direct expenditures applied to administrative cost. \_\_\_\_\_  
Cost step down. \_\_\_\_\_  
Other (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is your organization: \_\_\_\_\_ A private not-for-profit organization?  
\_\_\_\_\_ A state college or university, or part of a city government?

DIRECTOR \_\_\_\_\_ PHONE # \_\_\_\_\_

PREPARER OF REPORT \_\_\_\_\_ PHONE # \_\_\_\_\_

DATE COMPLETED \_\_\_\_\_

Attachment A

CONTRACTOR/GRANTEE \_\_\_\_\_ FEDERAL ID # \_\_\_\_\_

CONTRACTING STATE AGENCY \_\_\_\_\_ REPORT PERIOD \_\_\_\_\_

Program # \_\_\_\_\_  
 Contract Number \_\_\_\_\_  
 Grant Period \_\_\_\_\_  
 Program Name \_\_\_\_\_  
 Service Name \_\_\_\_\_

Schedule A

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses (add lines 4 - 18)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Attachment A



Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE \_\_\_\_\_ FEDERAL ID # \_\_\_\_\_

CONTRACTING STATE AGENCY \_\_\_\_\_ REPORT PERIOD \_\_\_\_\_

Program # \_\_\_\_\_  
 Contract Number \_\_\_\_\_  
 Grant Period \_\_\_\_\_  
 Program Name \_\_\_\_\_  
 Service Name \_\_\_\_\_

Schedule B •

Item # SOURCES OF REVENUE

	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
<b>Reimbursable Program Funds</b>				
31				
32				
33				
<b>Matching Revenue Funds</b>				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
<b>Reconciliation Between Total and Reimbursable Expenses</b>				
51				
52				
53				
54				
55				
56				
57				
58				
59				

Attachment A

Schedule C - Final Page

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Schedule A Year-To-Date Information		TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
Item #	EXPENSE BY OBJECT:	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a					
b					
c					
d					
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Attachment A

**ATTACHMENT 6**

**Notice of Audit Report**

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). **The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.**

- Anderson County Government is subject to an audit for fiscal year 2023.
- Anderson County Government is not subject to an audit for fiscal year 2023.

Grantee's Edison Vendor ID Number: 0000004143

Grantee's fiscal year end: June 30, 2023

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds a. Funds passed through the State of Tennessee b. Funds passed through any other entity	a. <input type="text" value="19,009,574"/> b. <input type="text"/>
Funds received directly from the federal government	<input type="text"/>
Non-federal funds received directly from the State of Tennessee	<input type="text" value="2,738,990"/>

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

**ATTACHMENT 7**

**Parent Child Information**

Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). **The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.**

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 0000004143

Is Anderson County Government a parent?  Yes  No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Anderson County Government a child?  Yes  No

If yes, complete the fields below.

Parent entity's name:

Parent entity's tax identification number:

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person:

Address:

Phone number:

Email address:

Parent entity's Edison Vendor ID number, if applicable:

## Attachment A

**Attachment 8 Documentation to Support Costs Claimed**

**The Applicant should submit the following to support costs claimed (not an all-inclusive list):**

**Applicant (Force Account) Labor and Prisoner Labor:**

For each individual:

- Name
- Job title and function
- Type of employee (i.e., full-time exempt, full-time non-exempt, part-time, temporary, prisoner, etc.)
- Days and hours worked
- Pay rate(s) and fringe benefit rate(s)
- Description of work performed with representative sample of daily logs / activity reports, if available
- Representative sample of timesheets
- Fringe benefit calculations
- Pay policy

**Applicant-Owned (Force Account) Equipment:**

For each piece of equipment:

- Type of equipment and attachments used, including year, make, and model  
Size/capacity (e.g., horsepower, wattage)
- Locations and days and hours used with usage logs
- Operator name
- Schedule of rates, including rate components

**Rented or Purchased Equipment:**

- Rental or lease agreements, invoices, receipts
- Days used

**Supplies from Stock:**

- Historical cost records
- Inventory records
- Type of supplies and quantities used, with support documentation such as daily logs

**Purchased Supplies:**

- Receipts or invoices

**Contracts:**

- Procurement policy
- Procurement and bid documents
- For procurements in excess of the simplified acquisition threshold, a cost/price analysis  
Contracts, change orders, and invoices
- Dates worked
- For time and materials (T&M) contracts, monitoring documentation

**In-Kind contributions (additional documentation may be required based on individual circumstance):**

**Equipment:**

- Same information listed under Applicant-Owned Equipment above
- Who donated each piece of equipment

**Supplies or materials:**

- Quantity donated
- Donor
- Location(s) used

**Cost Estimates:**

- Cost estimate for the agreed-upon item developed with unit costs
- Qualifications of the company or individual who prepared the cost estimate

**Cost reasonableness:**

- Documentation showing current market price for similar goods or services, such as:
  - Historical documentation;
  - Average costs in the area; or
  - Published unit costs from national cost estimating databases.
- Documentation supporting necessity of unique services or extraordinary level of effort
- Documentation supporting shortages, challenging procurement circumstances, and length of time shortages or procurement challenges existed, such as:
  - News stories
  - Supply chain vendor reports

**Other:**

- Documentation regarding cash donations or other funding received
- Cost comparisons and source documentation, if applicable

**Attachment 9: Federal Funding Provisions required for contractors performing work**

**1. REQUIRED FEDERAL AFFIRMATIVE STEPS.**

A prime contractor, if subcontractors are used, must, at a minimum, take the following six "affirmative steps" to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible:

- (1) Solicitation Listing. The sub-grantee must place qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Soliciting. The sub-grantee must assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Breaking-up Requirements. The sub-grantee must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises. In applying this requirement, it is important to recognize that dividing up a large requirement into smaller parts so as to fall beneath the small acquisition threshold is prohibited, as would the opposite technique of bundling requirements so that it precludes small businesses, minority firms, and women's business enterprises from being a prime contractor. Notwithstanding, dividing a bona fide large requirement into smaller components to facilitate participation by small businesses would be acceptable.
- (4) Accommodating Delivery Schedules. The sub-grantee must establish delivery schedules, where the requirement permits, which encourage participation by small and minority
- (5) Using Federal Agencies. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- (6) Affirmative Steps for Contractors. The City must require the prime contractor, if subcontracts are to be let, to take the five affirmative steps described above.

**2. RECOVERED MATERIALS.**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg> . The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

3. EQUAL OPPORTUNITY CLAUSE.

Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government



## Attachment A

contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. DAVIS-BACON ACT.

On any project upon which funding is provided by an agency of the United States Government, all regulations applicable thereto including, but not limited to, Title VI of the Civil Rights Act of 1964 (24 CFR, parts 1 & 2); Title VIII of the Civil Rights Act of 1968 (24 CFR, part 115); Federal Labor Standards

Attachment A

Provisions (HUD-4020.1); the Davis-Bacon Act; the Anti-Kickback Act; and the Contract Work Hours Standards Act, shall apply and the Bidder or CONTRACTOR shall conform thereto.

5. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT.

(1) Contractor. The contractor shall comply with 18U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. 5.12.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS.

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

As a condition for receipt of funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 10 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.

7. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT. N/A

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 et seq., as those sections are amended from time to time during the term. Violations must be reported to the State, U.S. Department of Treasury, and the Region 4 Office of the Environmental Protection Agency.

Attachment A

**8. SUSPENSION AND DEBARMENT.**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, Sub-part C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by sub-recipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City serving as recipient and named sub-recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management ([www.SAM.gov](http://www.SAM.gov)) as suspended or debarred, CANNOT be awarded a contract funded with Federal Assistance.

**9. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C 1352 (as amended).**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Federal Form 2 hereto shall be filled out, authenticated as required, and must be submitted at the time of the scheduled bid opening. Failure to submit the required forms with the bid opening will make the bid non-responsive and will be cause for rejection.

Attachment A

OMB Approved No. 1505-0271  
Expiration Date: April 30, 2025

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

\_\_\_\_\_  
Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

\_\_\_\_\_  
Authorized Representative:

Title:

Date:

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Attachment A

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. **Use of Funds.**
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act). Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. **Reporting.** Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. **Maintenance of and Access to Records**
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. **Administrative Costs.** Recipient may use funds provided under this award to cover both direct and indirect costs.
7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by Recipient.
8. **Conflicts of Interest.** Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

Attachment A

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F -- Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

Attachment A

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



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

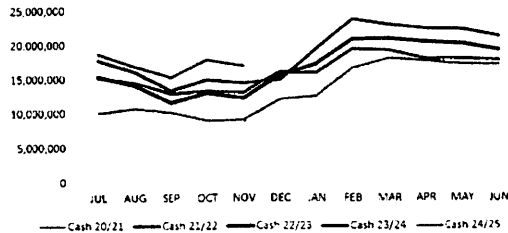
FUND	DESCRIPTION	NON-SPENDABLE	RESTRICTED FUNDS	COMMITTED FUNDS	ASSIGNED FUNDS	UNASSIGNED FUND BALANCE	TOTAL FUND BALANCE	CASH
101	General Fund	\$ -	\$ 2,253,253	\$ 518,537	\$ 4,593,721	\$ 11,675,157 *	\$ 19,040,668	\$ 16,923,325
115	Library Fund	\$ -	\$ 276,834	\$ -	\$ -	\$ -	\$ 276,834	\$ 268,577
116	Solid Waste/Sanitation Fund	\$ -	\$ 715,964	\$ -	\$ -	\$ -	\$ 715,964	\$ 736,402
121	American Rescue Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,011,481
122	Drug Control Fund	\$ -	\$ 148,377	\$ 8,754	\$ -	\$ -	\$ 157,131	\$ 162,134
127	Channel 95 Fund	\$ -	\$ -	\$ -	\$ 55,114	\$ -	\$ 55,114	\$ 63,559
128	Tourism Fund	\$ -	\$ 438,618	\$ 233,650	\$ 100,000	\$ -	\$ 772,268	\$ 954,795
131	Highway Fund	\$ 75,128	\$ 269,737	\$ 1,751,902	\$ -	\$ -	\$ 2,096,767	\$ 4,230,377
141	General Purpose School Fund	\$ -	\$ -	\$ 10,676,669	\$ -	\$ -	\$ 10,676,669	\$ 11,483,478
143	Central Cafeteria	\$ 88,414	\$ 4,454,127	\$ -	\$ -	\$ -	\$ 4,542,541	\$ 3,421,674
151	General Debt Service Fund	\$ -	\$ 971,129	\$ -	\$ -	\$ -	\$ 971,129	\$ 1,257,940
152	Rural Debt Service Fund	\$ -	\$ 673,967	\$ -	\$ -	\$ -	\$ 673,967	\$ 1,034,870
156	Education Debt Service Fund	\$ -	\$ 128,972	\$ -	\$ -	\$ -	\$ 128,972	\$ 267,058
171	Capital Projects Fund	\$ -	\$ 482,565	\$ -	\$ -	\$ -	\$ 482,565	\$ 591,388
177	Education Capital Projects Fund	\$ -	\$ 954,077	\$ -	\$ -	\$ -	\$ 954,077	\$ 947,863
263	Employee Benefit Fund	\$ 30,555	\$ -	\$ -	\$ 961,103	\$ -	\$ 991,658	\$ 764,427
		\$ 194,097	\$ 11,767,620	\$ 13,189,512	\$ 5,709,938	\$ 11,675,157	\$ 42,536,324	\$ 47,119,348

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

**Cash Trends  
November**

Cash 20/21	9,072,964
Cash 21/22	12,975,594
Cash 22/23	12,159,761
Cash 23/24	14,366,668
Cash 24/25	16,923,325

**General Fund Cash Trends**

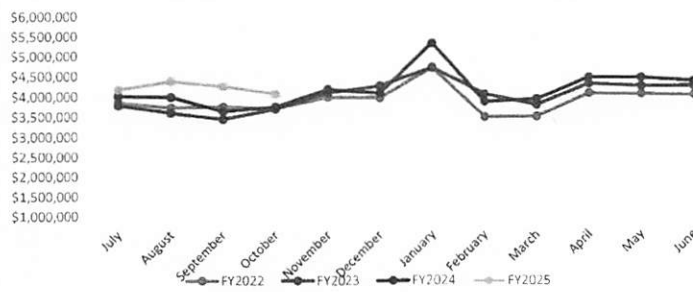


FY2024	Anderson Co.	Clinton	Rocky Top	Norris	Oak Ridge	Oliver Springs	Out of State	Total	+/-
July	\$499,637.60	\$935,432.32	\$102,159.70	\$46,607.31	\$2,247,025.24	\$118,499.10	\$59,819.45	\$4,009,180.72	6%
August	\$500,254.95	\$926,747.98	\$98,402.33	\$43,576.87	\$2,251,218.53	\$113,524.76	\$54,814.98	\$3,988,540.40	11%
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	6%
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%
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%
December	\$532,307.18	\$922,440.70	\$100,427.07	\$44,352.65	\$2,320,943.19	\$117,583.48	\$32,817.52	\$5,295,887.94	13%
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%
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	-5%
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	4%
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	4%
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%
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	3%
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	4%

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	\$512,025.95	\$802,463.06	\$101,803.19	\$46,608.41	\$2,597,731.30	\$137,204.98	\$52,173.02	\$4,250,009.91	17.3%
October	\$497,462.45	\$887,229.76	\$100,691.60	\$41,831.66	\$2,353,123.16	\$126,512.93	\$63,185.12	\$4,070,036.68	8.9%
November									
December									
January									
February									
March									
April									
May									
June									
Totals:	\$2,012,508.21	\$3,421,339.84	\$413,072.15	\$180,763.66	\$10,136,512.18	\$512,826.85	\$197,349.96	\$16,874,336.85	

25%

Local Option Sales Tax - Total Net Collections



ARPA PROJECTS

ARPA Funding Eligibility Category	REVENUE LOSS	OTHER ELIGIBILITIES	TOTAL				
Total ARPA Allocation	\$ 10,900,000.00	\$ 4,952,074.00	\$ 14,952,074.00				
-Less Budgeted To-Date	\$ (9,531,867.01)	\$ (5,123,396.79)	\$ (14,655,263.80)				
<b>Remaining Allocation</b>	<b>\$ 968,132.99</b>	<b>\$ (171,322.79)</b>	<b>\$ 296,810.20</b>				
<b>Interest earned and balance of allocations</b>	<b>\$ 340,605.75</b>	<b>\$ 296,810.20</b>	<b>\$ 637,415.95</b>				
Project Name	BUDGETED	EXPENDED TO DATE	BUDGETED BUT NOT EXPENDED	PROJECT STATUS	REVENUE LOSS	PURCHASE ORDER ISSUED	Date Approved by Commission
1 Employee Retention Payments - Exempt	\$ 85,013.68	\$ 85,013.68	\$ -	Complete	YES	YES	4/18/2022
2 Employee Retention Payments - Non-Exempt	\$ 614,826.78	\$ 614,826.78	\$ -	Complete	NO	YES	4/18/2022
3.1 TN Emergency Broadband Fund Grants - MF Highland	\$ 11,636.84	\$ 11,636.84	\$ -	Complete	YES	YES	7/27/2022
4 GIS Digitized Stormwater System And Outfall Map	\$ 103,060.00	\$ 103,060.00	\$ -	Complete	YES	YES	11/21/2022
5 EMS Budget Fund Balance Adjustment (Worker Comp/Building/Contents/MotorPool)	\$ 280,000.00	\$ 280,000.00	\$ -	Complete	YES	YES	8/15/2022
6 Whole Body Scanner for Jail	\$ 135,000.00	\$ 135,000.00	\$ -	Complete	YES	YES	9/20/2021
7 County Paving Projects	\$ 766,991.63	\$ 766,991.63	\$ -	Complete	YES	YES	8/15/2022
7.1 County Paving Projects - New Eligibility	\$ 1,485,844.01	\$ 1,485,844.01	\$ -	Complete	NO	YES	8/15/2022
8 County-wide Assessment for Water & Sewer Planning	\$ 92,000.00	\$ 92,000.00	\$ -	Complete	YES	YES	3/10/2022
9 Claxton Sewerline Study	\$ 30,000.00	\$ 30,000.00	\$ -	Complete	YES	YES	8/15/2022
10 Witness Room/Archives Relocation	\$ 1,019,170.85	\$ 1,019,170.85	\$ -	Complete	YES	YES	8/15/2022
11 Senior Center Kitchen Improvements	\$ 870,200.00	\$ 870,200.00	\$ -	Complete	YES	YES	5/16/2022
12 A/V Technology for Room 118A	\$ 15,182.53	\$ 15,182.53	\$ -	Complete	YES	YES	5/16/2022
15 Other Vehicles on Capital Requests	\$ 224,823.00	\$ 224,823.00	\$ -	Complete	YES	YES	8/15/2022
16 Sheriff's Vehicles for 2 Years	\$ 899,349.03	\$ 899,349.03	\$ -	Complete	YES	YES	8/15/2022
18 Family Justice Center - Building Purchase	\$ 175,000.00	\$ 175,000.00	\$ -	Complete	YES	YES	8/15/2022
19 EMS Stretchers (12)	\$ 399,409.00	\$ 399,409.00	\$ -	Complete	YES	YES	11/21/2022
21 Oak Ridge Fire Dept. Training Center	\$ 273,500.00	\$ 273,500.00	\$ -	Complete	YES	YES	8/15/2022
22 Other County Capital Outlay Requests (e.g., \$10k Judges)	\$ 9,334.76	\$ 9,334.76	\$ -	Complete	YES	YES	8/15/2022
23 Repair Chimes	\$ 18,635.00	\$ 18,635.00	\$ -	Complete	YES	YES	11/27/2023
24 A/V Technology for Room 312	\$ 13,994.24	\$ 13,994.24	\$ -	Complete	YES	YES	3/20/2023
25 Jail Medical Services	\$ 250,000.00	\$ 250,000.00	\$ -	Complete	YES	YES	5/15/2023
26 EMS Budget Fund Balance Adjustment (FY24)	\$ 516,000.00	\$ 516,000.00	\$ -	Complete	YES	YES	6/19/2023
28 Fire Department/Rescue Squad Equipment	\$ 547,389.89	\$ 547,389.89	\$ -	Complete	YES	YES	8/21/2023
29 EMS AED's	\$ 272,669.74	\$ 272,669.74	\$ -	Complete	YES	YES	8/21/2023
30 Claxton Area Repeater	\$ 13,475.23	\$ 13,475.23	\$ -	Complete	YES	YES	8/21/2023
32 Contributions Child Advocacy Center & American Legion	\$ 18,405.00	\$ 18,405.00	\$ -	Complete	YES	YES	3/18/2024
33 Parks Bobcat	\$ 53,161.25	\$ 53,161.25	\$ -	Complete	YES	YES	5/20/2024
3 TN Emergency Broadband Fund Grants - MF Comcast	\$ 250,000.00	\$ -	\$ 250,000.00	In Progress	YES	YES	2/22/2022
13 IT Infrastructure Needs (e.g., Multi-Factor Authentication)	\$ 150,000.00	\$ 117,880.59	\$ 32,119.41	In Progress	YES	YES	8/15/2022
14 EMS Ambulances for 2 years	\$ 1,357,726.00	\$ 600,511.66	\$ 857,214.34	In Progress	NO	YES	8/15/2022
27 TDEC ARP Water Infrastructure Investment Plan (WIIP)	\$ 379,514.92	\$ 71,805.19	\$ 307,709.73	In Progress	YES	YES	6/19/2023
31 Dental Clinic Redesign/Relocation/Edg Improvements	\$ 604,000.00	\$ -	\$ 604,000.00	In Progress	YES	YES	9/18/2023
32 County-wide Emergency Communications System	\$ 1,240,000.00	\$ 1,098,270.00	\$ 141,730.00	In Progress	NO	YES	12/18/2023
34 Anderson County Fire Commission Funding for Departments	\$ 330,000.00	\$ 330,000.00	\$ -	In Progress	YES	YES	5/20/2024
35 Auto Purchases	\$ 170,281.40	\$ 168,135.40	\$ 2,146.00	In Progress	YES	PARTIAL	6/17/2024
36 EMS Vehicles FY25	\$ 425,000.00	\$ -	\$ 425,000.00	In Progress	NO	PARTIAL	8/19/2024
37 Sheriff's Vehicles FY25	\$ 572,000.00	\$ 229,229.08	\$ 342,770.92	In Progress	YES	PARTIAL	8/19/2024
38 Archives Security Cameras	\$ 16,280.66	\$ -	\$ 16,280.66	In Progress	YES	NO	8/19/2024
40 Senior Center Badge System	\$ 10,888.36	\$ -	\$ 10,888.36	In Progress	YES	YES	9/16/2024
41 Blockhouse Valley Recycling Center	\$ 56,500.00	\$ -	\$ 56,500.00	In Progress	YES	YES	10/21/2024
42 County Auto Purchases	\$ 100,000.00	\$ -	\$ 100,000.00	Pending	YES	NO	11/18/2024
20 CDRC Watershed Project (Bushman Ln, Judson Rd, Savage Garden)	\$ -	\$ -	\$ -	No Bids	YES	NO	8/15/2022
37 Digital Poll Books - Election Office	\$ -	\$ -	\$ -	Cancelled	YES	YES	8/15/2022
	\$ 14,655,263.80	\$ 11,508,904.38	\$ 3,146,359.42				

Current Projects as of 11-30-24

*\$ 340,605.75 interest*

**2024-2025 Grant Inventory for Anderson County Government**

Account Codes (101 unless specified)	Department	Description	Amount of Grant	Amt 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)	\$ 133,500		7/1/2024	6/30/2025		\$ 133,500		TDMSAS	\$ 8,250	
53600-FJC	District Attorney's Office	Family Justice Center	\$ 200,000		7/1/2024	6/30/2025	\$ 200,000			OCJ/PVOCA	\$ 3,685	
	District Attorney's Office	JAG - 7th CTF	\$ 70,000		7/1/2024	6/30/2025	\$ 70,000			OCJ/P		
53600-VOCA	District Attorney's Office	Victim's Coordinator Grant (VOCA)	\$ 130,000		7/1/2024	6/30/2025	\$ 130,000			OCJ/PVOCA		
54710-790-EMSE1	EMS	EMS Equipment Grant	\$ 134,160		7/1/2023	6/30/2024	\$ -	\$ 134,160		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-DDE	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	Immunitization 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 Fund	\$ 45,000.00		7/1/2024	6/30/2023		\$ 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	Mayors Office	CDBG Waterlines	\$ 523,207	\$ 107,163	10/15/2020	10/14/2025	\$ 523,207			TDEC/CDBG		
	Mayors Office	Broadband Accessibility Grant (BRC)	\$ 100,000		7/1/2024	12/31/2026	\$ 100,000			TNECD		
	Mayors Office	Brownfield Identification Grant	\$ 20,000		8/1/2024	7/31/2025	\$ -	\$ 20,000	\$ -	TNEC		
	Mayors Office	Senior Center Grant (Vehicle)	\$ 45,000	\$ -	11/1/2024	3/31/2026	\$ -	\$ 45,000	\$ -	TNDDA		
171-91401-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	Liner 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	\$ 143,587		4/15/2024	6/30/2028	\$ 381,587			TDEC		
101-56300	Mayor's Office/Office on Aging	Office on Aging and Senior Center	\$ 143,587		7/1/2023	9/30/2024	\$ 128,961	\$ 14,726		ETHRA/ETAAD		
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/ETAAD		
53310-399-AEM1	Mayor's Office/Gen Sessions	Alternate Electronic Monitoring	\$ 13,005	\$ 13,005	10/21/2024	6/30/2025		\$ 13,005		OCJ/P		
	Norfolk Library	East Tennessee Foundation	\$ 3,000		5/1/2024	4/30/2025				ETF		
53310-DVCC	Sessions Judges	STCP, DV Court	\$ 201,000		7/1/2023	9/19/2024	\$ 201,000			OCJ/P		
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	Evidenced Based Programming (EBP)	\$ 295,707		5/15/2023	6/30/2025		\$ 295,707		OCJ/P		
54110-VCIF2	Sheriff's Department	VCIF Collaborative	\$ 1,885,000		8/1/2023	6/30/2025		\$ 1,885,000		OCJ/P	\$ 16,900	
54110-188-SCRR1	Sheriff's Department	Sheriff's Office Recruitment and Retention	\$ 200,000		8/30/2023	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		
54210-SMHT4	Sheriff's Department	Mental Health Transport	\$ 280,208	\$ -	7/1/2024	6/30/2025		\$ 280,208		OCJ/P		
101-54110	Sheriff's Department	Governor's Highway Safety Grant	\$ 23,800	\$ -	10/1/2024	9/30/2025	\$ 23,800			TDHS/ NHSTA		
128-58110-ARPA	Tourism	Tourism ARPA	\$ 326,715		12/1/2021	11/30/2026	\$ 326,715			TDTD		
128-58110-ENGR	Tourism	Tourism Enhancement Grant	\$ 100,000	\$ 30,000	7/1/2023	6/30/2025		\$ 70,000		TDTD		
128-58110	Tourism	Tourism Marketing Grant	\$ 30,000	\$ 30,000	7/1/2024	6/30/2025		\$ 30,000		TDTD		
55180-2001	Health Department	Safety Net Grant for Dental	\$ 4,000,000		7/1/2024	6/30/2025	\$ 4,000,000			TDH		
55180-2001	Health Department	Safety Net Grant for Dental (Emory Vicky)	\$ 4,000,000		7/1/2024	6/30/2025	\$ 4,000,000			TDH		
										<b>Total</b>		
							<b>Current Year Grants</b>	<b>\$ 6,304,406</b>	<b>\$14,307,140</b>	<b>\$ 1,860,000</b>	<b>\$ 24,471,546</b>	<b>\$ 28,845</b>
							<b>Prior Year Grants</b>	<b>\$ 8,680,171</b>	<b>\$10,387,755</b>		<b>\$ 19,067,927</b>	

**ANDERSON COUNTY GOVERNMENT  
BUDGET AMENDMENT REQUEST**

**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.

TYPE OF AMENDMENT

TRANSFER:   
 DEPARTMENT: Property Assessor

APPROPRIATION:  NOV 21 '24 AM 10:30 FINANCE  
 FROM: Billy Brown  
(Department Contact Person)  
 DATE: 11-21-24

**0083516**

INCREASE	DECREASE CODE:	DESCRIPTION	AMOUNT
161-52300	- 999	MATS	1,800.00

**\$3,960**

INCREASE	DECREASE CODE:	DESCRIPTION	AMOUNT
101-52300	- 719	Office Equipment	1,800.00

Justification / Explanation: John F. Alley, Jr.

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

For Office Phones / ENA phones

①

**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:

30835.7

DEPARTMENT:

FROM:

Sheriff's Department \_\_\_\_\_

Kenny Sharp / Sheriff Barker \_\_\_\_\_

12/2/2024

Decrease		CODE DESCRIPTION					AMOUNT
101-54110-425		Gasoline					\$8,000.00
TOTAL							\$8,000.00

65000

Increase		CODE DESCRIPTION					AMOUNT
101-54110-338		Vehicle Maintenance					\$8,000.00
TOTAL							\$8,000.00

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 :  
 Transmission repairs for two vehicles

2

## ANDERSON COUNTY GOVERNMENT BUDGET AMENDMENT REQUEST

**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.

### TYPE OF AMENDMENT

TRANSFER:

APPROPRIATION:

**3083518**

DEPARTMENT: Register of Deeds

FROM: Tim Shelton Register  
(Department Contact Person)

DATE: November 21, 2024

INCREASE / DECREASE CODE:	DESCRIPTION	AMOUNT
Decrease 101-51600-337	Maint. & Repair	\$4,000.00

\$18,987

INCREASE / DECREASE CODE:	DESCRIPTION	AMOUNT
Increase 101-51600-711	Furniture & Fixtures	\$3,500.00
Increase 101-51600-307-0100	Communications	500.00

EDWARD BO...  
NOV 22 12 02 PM

Justification / Explanation: New codes. *Tall stools for back counter and for cell phone service*

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

3

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:

APPROPRIATION:

8089519

DEPARTMENT:

FROM:

Solid Waste

Geoff Trabaika

DATE December 2024 Meeting

INCREASE / <u>DECREASE</u> (circle one)	CODE DESCRIPTION	AMOUNT
	116-55732-409 Concrete	\$ 1,000.00
		\$ 1,000.00

5,000

<u>INCREASE</u> / DECREASE (circle one)	CODE DESCRIPTION	AMOUNT
	116-55732-454 Water & Sewer	\$ 1,000.00

Motion <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O		
Seconded		
Motion		\$ 1,000.00

Detailed Justification / Explanation :

See Justification Page

Due to a water leak at the Marlow Convenience Center the cost for water at the center was higher than anticipated for two months; leak repaired; transfer to cover remainder of the FY.

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

One time amendment.

Please attach additional sheet if more information is needed

4



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:  X  
 DEPARTMENT:  
 EMA \_\_\_\_\_

APPROPRIATION:  
 FROM:

00 53620

Brice Kidwell

11/27/2024

INCREASE / DECREASE (circle one)	CODE DESCRIPTION	AMOUNT
101.54410-399	Contracted Services	\$7,000.00

	TOTAL	\$ 7,000.00

INCREASE/DECREASE	CODE DESCRIPTION	AMOUNT
101.54410-719	Office Equipment	\$7,000.00

10,000

	TOTAL	\$ 7,000.00


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

Detailed Justification / Explanation : This if for a one time Phase 1 Archaeological Survey required by FEMA for the Emergency Operation Center grant

**ANDERSON COUNTY BUDGET AMENDMENT REQUEST**

**IMPORTANT NOTE:** This form is due to the Budget Director's Office by 2:00 P.M. on the Monday before the Budget Committee meeting.

**TYPE OF AMENDMENT**

TRANSFER:       APPROPRIATION:  

DEPARTMENT: Special Education Department      FROM: Kim Towe

DATE: 11/25/2024

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-43551-SEFFS	School Based Health Services - Special Education Fees for Service	\$ 3,000.00
<b>Total</b>		<b>\$ 3,000.00</b>

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-71200-499-SEFFS	Special Education - Other Supplies and Materials	\$ 3,000.00
<b>Total</b>		<b>\$ 3,000.00</b>

Motion \_\_\_\_\_

To Approve

To Refer

With       W/O

Seconded Motion \_\_\_\_\_

**Detailed Justification / Explanation :** To appropriate Special Education Fees of Services funds to provide educational incentives for middle school students who have met their ELA goals, with the reward being a trip to Main Event.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ANDERSON COUNTY BUDGET AMENDMENT REQUEST**

**IMPORTANT NOTE:** This form is due to the Budget Director's Office by 2:00 P.M. on the Monday before the Budget Committee meeting.

**TYPE OF AMENDMENT**

TRANSFER:

APPROPRIATION:

**0000522**

DEPARTMENT: Federal Programs

FROM: Katrina Oakley, Federal Programs Dir.

DATE: 11/30/2024

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-46590	Lottery for Education Afterschool Programs	\$ 325,000.00
Total		\$ 325,000.00

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-71400-105	Program Director	\$ 14,763.00
141-71400-116	Teachers	\$ 94,500.00
141-71400-162	Clerical Personnel	\$ 9,712.50
141-71400-163	Educational Assistants	\$ 63,000.00
141-71400-189	Other Salaries & Wages - Site Coordinators	\$ 103,950.00
141-71400-201	Social Security	\$ 17,486.75
141-71100-204	Retirement	\$ 17,682.46
141-71100-212	Medicare	\$ 3,905.29
Total		\$ 325,000.00

Motion \_\_\_\_\_

To Approve

To Refer

With  W/O

Seconded Motion \_\_\_\_\_

Detailed Justification / Explanation : To budget 2024-2025 Allocations for the LEAPS Grant, which provides after school programming at Briceville, Claxton, Dutch Valley, Grand Oaks, Norris, and Norwood Elementary.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(7)

**ANDERSON COUNTY BUDGET AMENDMENT REQUEST**

**IMPORTANT NOTE:** This form is due to the Budget Director's Office by 2:00 P.M. on the Monday before the Budget Committee meeting.

**TYPE OF AMENDMENT**

TRANSFER:

APPROPRIATION:

**0000523**

DEPARTMENT: Nurses

FROM: Kathryn Price

DATE: 12/2/2024

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-43551-NFFS	Nurses Fees for Service	\$ 1,835.00
<b>Total</b>		<b>\$ 1,835.00</b>

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-72120-162	Health Services - Clerical Personnel	\$ 1,600.00
141-72120-201	Health Services - Social Security	\$ 105.00
141-72120-204	Health Services - Retirement	\$ 100.00
141-72120-212	Health Services - Medicare	\$ 30.00
<b>Total</b>		<b>\$ 1,835.00</b>

Motion \_\_\_\_\_

To Approve

To Refer

With  W/O

Seconded Motion \_\_\_\_\_

Detailed Justification / Explanation : To budget funds for a salary stipend for duties above and beyond the normal scope of work.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

⑧





**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:

Anderson County Fleet Services

John Vickery, Fleet Service Director

DATE 11/14/2024

0603526  
*[Signature]*

<b>INCREASE</b> / DECREASE (circle one)	CODE DESCRIPTION	AMOUNT
	101-54900-450 Tires and Tubes	\$ 5,000.00
	101-54900-399 Other Contracted Services	\$ 5,000.00
		\$ 10,000.00

INCREASE / <b>DECREASE</b> (circle one)	CODE DESCRIPTION	
	48140-FLEET Revenue for Contracted Services	\$ 10,000.00

21,184

Motion <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O	
Seconded _____ Motion _____	\$ 10,000.00

Detailed Justification / Explanation :

Replinish line items.

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What impact does this amendment/appropriation have on next year's budget? (One time amendment or permanent increase)

One time transfer.

11

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

DATE: 10/17/2024

TRANSFER:

APPROPRIATION:

0000527

DEPARTMENT: **AC LIBRARY BOARD**

FROM: Clinton Public Library

DECREASE	CODE DESCRIPTION	AMOUNT
115-34535-200	Local Restricted Funds	7,004.00
		\$ 7,004.00

25,869

INCREASE	CODE DESCRIPTION	AMOUNT
115-56500-709-2001	Data Processing Equip.	7,004.00
		\$ 7,004.00

**DETAILED JUSTIFICATION/ EXPLANATION and PURPOSE OF THIS REQUEST :**

This is to cover purchases with the LSTA grant we have recieved. LSTA requires a 50% match. The state will be reimbursing us 50% of the funds after purchase.

What Impact does this have on next year's budget? (One time amendment or a permanant increase)

One Time

Request Approved by the ACLB
Date:
Submitted by:

Please attach additional sheet if more information is needed

12



0902028

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**

DATE: 10/24/2024

TRANSFER:

APPROPRIATION:

DEPARTMENT: **AC LIBRARY BOARD**

FROM: Clinton Public Library

DECREASE	CODE DESCRIPTION	AMOUNT
115-34535-200	Local Restricted Funds	625.00
		\$ 625.00

INCREASE	CODE DESCRIPTION	AMOUNT
115-56500-499-2001	Other Supplies	625.00
		\$ 625.00

**DETAILED JUSTIFICATION/ EXPLANATION and PURPOSE OF THIS REQUEST :**

This is to cover the purchase of barcodes for library materials. We only have to order these every 5-10 years, so it's hard to predict which budget year they'll fall into.

What Impact does this have on next year's budget? (One time amendment or a permanent increase)

One Time

Request Approved by the ACLB

Date:

Submitted by:

Please attach additional sheet if more information is needed

13

11/14/24

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:

APPROPRIATION

0003529

DEPARTMENT:

FROM:

Highway

Gary Long Road Superintendent

DATE: DEC 2024

Increase	CODE DESCRIPTION	AMOUNT
131-49700	Insurance Recovery (Guard Rail MVA)	\$ 6,162.50
	All State (Marlow Circle)	
	TOTAL	\$ 6,162.50

Increase	CODE DESCRIPTION	AMOUNT
131-62000-399	Other Contracted Services	\$ 6,162.50
	(Guard Rail)	
	TOTAL	\$ 6,162.50

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

MVA guardrail damage. Recovered from insurance of person doing damage. Used Sheriff accident report to file on insurance.

Please attach additional sheet if more information is needed

Misc Receipt - 30280 - Transaction

Home > GL Accounts > GL Account Fiscal Year > Transaction

General Internal Notes Entries

Division: Anderson County  
Special Processing: Point Of Sale Transaction  
Posting Status: Posted  
Batch ID:  
Date: 10/13/2024 11:00 PM  
Period: October 2024  
Transaction Type: Misc Receipt  
Number: 30280  
Description: Allstate  
Bank Account:  
Check Type:  
Reference:  
Debit Amount: \$6,162.50  
Credit Amount: \$6,162.50

(14)

#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:

APPROPRIATION:

0082530

DEPARTMENT: Highway

FROM: Gary Long Road Superintendent

DATE: 11/26/2024

Increase	CODE DESCRIPTION	AMOUNT
131-62000-399	Other contracted services	\$ 50,000.00
131-62000-409	Crushed Stone	\$ 100,000.00
	TOTAL	\$ 150,000.00

Decrease	CODE DESCRIPTION	AMOUNT
131- 34550	Restricted for highways	\$ 150,000.00
	TOTAL	\$ 150,000.00

2,944,751

Motion

To Approve

To Refer

With  W/O

Seconded \_\_\_\_\_

Motion \_\_\_\_\_

Detailed Justification / Explanation :

131-62000-399 for striping/guardrail/etc

131-62000-409 crushed stone for roads

Please attach additional sheet if more information is needed

15

**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: County Clerk

FROM: 0082531  
Jeff Cole

6/3/2024

Increase	CODE DESCRIPTION	AMOUNT
101-43383	County Clerk-Additional Fees	\$ 6,000.00
	Titling and Registration	
	TOTAL	\$ 6,000.00

Increase	CODE DESCRIPTION	AMOUNT
101-52500-18 <sup>16B</sup>	County Clerk-Other Salaries and Wages	\$ 5,000.00
101-52500-709	County Clerk-Data Processing Equip	\$ 1,000.00
	TOTAL	\$ 6,000.00

16B  
16A ✓

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

Detailed Justification:  
 Longevity pay for employees/Update for Kiosk for Oak Ridge office for security reasons and age.

Impact on 24/25 Budget  
 One Time Increase

116

### 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:

APPROPRIATION:

PAYROLL

DEPARTMENT:

FROM:

CIRCUIT COURT

REX LYNCH

*Rex* 0082532

INCREASE / DECREASE	CODE DESCRIPTION	AMOUNT
101-45540	IN-LIEU OF SALARY/CIRCUIT COURT	\$ 18,000.00
		\$ 18,000.00

INCREASE / DECREASE	CODE DESCRIPTION	AMOUNT
101-53100 189	OTHER SALARIES & WAGES	\$ 8,800.00
101-53100 169 162	PART-TIME HELP	\$ 9,200.00
		\$ 18,000.00

Detailed Justification / Expl

Longevity pay for employees with 5 or more years of continuous service and to increase part-time help in collections department

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

None.

Please attach additional sheet if more information is needed

17

## ANDERSON COUNTY GOVERNMENT BUDGET AMENDMENT REQUEST

**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.

### TYPE OF AMENDMENT

TRANSFER:

*PAYROLL  
MAJOR LINE ITEM*

APPROPRIATION:

DEPARTMENT: Register of Deeds

FROM: Tim Shelton Register  
(Department Contact Person)

DATE: November 26, 2024

**0003533**

INCREASE / DECREASE CODE:	DESCRIPTION	AMOUNT
Decrease 101-51600-337	Maintenance & Repair	\$6,000.00

*18,987*

INCREASE / DECREASE CODE:	DESCRIPTION	AMOUNT
Increase 101-51600-186	Longevity	\$6,000.00
		5000.
		6000.
		8,800.

*18A  
Clerk  
Register of Deeds  
Circuit Court  
M. + Mages  
2nd Allen*

Justification / Explanation: To fund the new longevity policy for employees.

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

**18**



# REGISTER OF DEEDS

**Timothy W. Shelton, Register**

100 North Main Street, Room 205, Clinton, TN 37716

Phone: (865) 457-6236 Fax: (865) 457-1638

---

**To:** Anderson County Budget Committee / Commission  
**From:** Tim Shelton, Anderson County Register of Deeds  
**Date:** November 19, 2024  
**RE:** Anderson County Register of Deeds Longevity Pay Policy

- 1. Purpose:** To establish a procedure for providing Longevity Pay for full-time employees of the Anderson County Register of Deeds' Office.
- 2. Policy:** The office of County Register of Deeds recognizes the importance of providing an excellent benefit package to its full-time employees and the importance of rewarding long-term employees for their years of service. The Longevity Pay policy will encourage longevity and morale in the Register of Deeds' office.
- 3. Procedure:** Once an employee reaches five (5) continuous years of employment by June 30, the employee will be eligible to receive longevity pay. Longevity pay will be calculated for \$100 per year of service/employment. The maximum years of longevity pay will be 20 years service. An employee that has over 20 years of continuous employment will receive the 20-year service amount. Longevity pay will typically be paid in the month of December. Longevity pay will be paid from the Register of Deeds' budget.





## ANDERSON COUNTY GOVERNMENT

TERRY FRANK  
COUNTY MAYOR

December 2, 2024

Commissioner Shain Vowell  
Chairman, Anderson County Budget Committee

RE: Budget Agenda

Dear Chairman Vowell and Honorable Members of Budget Committee,

Anderson County Solid Waste is currently working on expanded recycling capabilities, and improvement of the Recycling Center through relocation on county owned property. A motion was made and passed unanimously at the Solid Waste Advisory Board meeting to request funds for the necessary geotechnical exploration and construction materials testing.

This request is to utilize ARP funds in the amount of \$14,000, with our ability to get a purchase order in place by the Dec. 31, 2024 deadline for obligating ARP funds. Funds are for geotechnical exploration, limited site clearing for geotechnical purposes, and construction materials testing and special inspections.

I have attached the project scope of services.

Sincerely,

Terry Frank



October 21, 2024

Robert G. Campbell & Associates  
7523 Taggart Lane  
Knoxville, Tennessee 37938

ATTENTION: Mr. Robert Campbell  
[rcampbell@rgc-a.com](mailto:rcampbell@rgc-a.com)

Subject: **PROPOSAL FOR GEOTECHNICAL EXPLORATION &  
CONSTRUCTION MATERIALS TESTING**  
**Anderson County Recycling Center**  
Blockhouse Valley Road  
Clinton, Tennessee 37716  
UES Proposal No. A24109.02342

Dear Mr. Campbell,

UES Professional Solutions 19, LLC (UES) is pleased to provide you with our proposal for geotechnical services for the subject project. This proposal provides our understanding of the scope of services to be performed, an estimate of fees, proposed schedule, and establishes contractual agreements. Our Agreement for Services is attached to this proposal and is incorporated as a part of this proposal.

## PROJECT INFORMATION

Project information was provided via email correspondence between Mr. Robert Campbell of Robert G. Campbell & Associates and Mr. Stephen Martin of UES on October 17, 2024. We were provided with a drawing titled *Proposed Recycling Center*, as prepared by Robert G. Campbell & Associates and dated July 27, 2022.

Based on the provided information, we understand the project will consist of constructing a recycling center along with associated paved access drives and truck parking areas. The development will also include two structures, one 80 by 40 feet and other 8 by 22 feet. At this time, we have been requested to focus our exploration on the deep cut areas.

SECA

Based on the topographic information provided, existing surface elevations range from approximately 862 to 822 feet MSL (Mean Sea Level) generally sloping downwards from north to south. Finished grades range approximately 824 to 858 feet MSL. As such, we anticipate the site will require maximum cuts/fills of 10 feet to facilitate the development.

The proposed site is immediately bordered by Blockhouse Valley Road to the south and undeveloped properties to the remaining side. At this time, the site is predominately wooded with mature trees and tall grass. Based on our review of available aerial images (Google Earth), there were some grading activities in the northwestern portion of the site between 1997 and 2004. The site has remained relatively unchanged since then.

The purpose of our services is to provide geotechnical information for the development of the site. The geotechnical exploration will provide subsurface conditions for geotechnical recommendations which will include general site grading for the design and construction of the foundation system, including an allowable bearing capacity. The assessment of site environmental conditions for the presence of pollutants in the soil, rock, or groundwater of the site is beyond the proposed scope of this exploration.

## SCOPE OF SERVICES

### TASK 1 – GEOTECHNICAL EXPLORATION

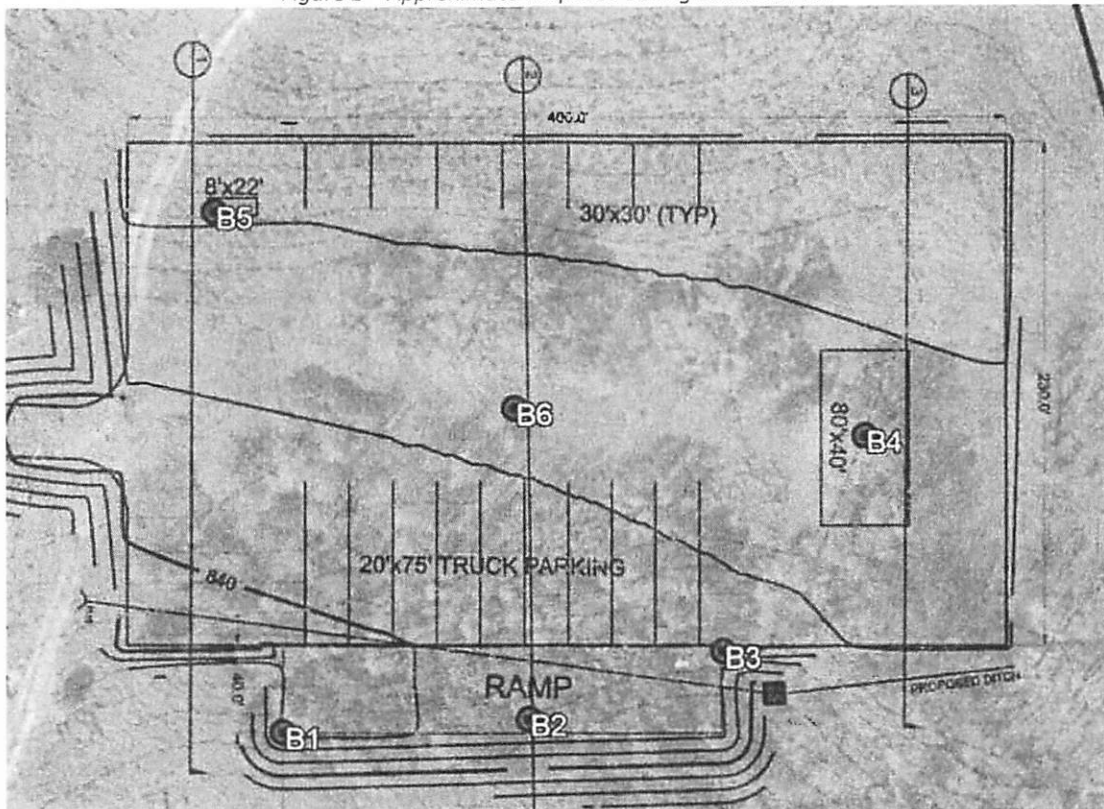
We propose to explore subsurface conditions by drilling six (6) soil test borings. Three (3) borings will be drilled within the loading ramp area, two (2) in the proposed buildings, and one (1) along the pavement area. The borings will be extended depths between approximately 10 and 15 feet below existing grade or auger refusal, whichever is shallower. The maximum total soil test boring footage for the project is 75 linear feet.

Standard Penetration Tests (SPT) will be performed at 2½-foot intervals in the upper 10 feet and at 5-foot intervals thereafter. Rock coring, to explore auger refusal materials, is not included in our scope of services. The borings will be backfilled with soil cuttings prior to leaving the site.



The soil samples will be returned to our laboratory where they will be reviewed by a member of our professional staff to visually classify the soils and to select representative samples for testing. Laboratory testing of selected soil samples may include moisture content determinations and Atterberg limits testing. We have provided a proposed boring location plan for your review.

Figure 1 – Approximate Proposed Boring Location Plan



Given the majority of the site is wooded, limited clearing of paths to the borings will be required; therefore, we have included the cost to subcontract a mulcher and operator to clear access pathways to the boring locations. We have budgeted for up to 6 hours for clearing access paths believed to be necessary to complete the soil exploration. Additional time for clearing or providing assistance with maneuvering about the site will be billed on a unit rate basis. We have not included costs associated with permitting, seeding, or strawing paths once cleared.



SEC A

Our services will culminate with a written report prepared by a geotechnical engineer or project staff professional under the review of a senior engineer licensed in Tennessee. The report will provide a summary of the subsurface conditions encountered in the test borings and present geotechnical recommendations for site grading and for the design and construction of the foundation system, including allowable bearing capacity. The report will also include:

- The laboratory test results.
- Figures showing the site location and approximate testing locations.
- The graphical boring logs showing vertical sections, including the boring number and the visual-manual soil classification according to the Unified Soil Classification System identified with the appropriate letter symbol for each soil type.
- A description of the existing site surface conditions and summary of the subsurface conditions encountered in the borings.
- The soil nature and origin, including changes resulting from man's activities and stream erosion/deposition.
- Recommendations for soil related construction including site preparation, fill construction, and ground water control.
- Earthwork construction criteria, including the suitability of the site soils for reuse as fill, subgrade support conditions, stabilization recommendations, and fill compaction criteria.
- General discussion regarding site conditions and impacts on the proposed development.
- A discussion of anticipated difficult excavation conditions, if encountered.

#### TASK 2 – CONSTRUCTION MATERIALS TESTING

Based on our understanding of the proposed construction, UES proposes to offer the following services as part of this proposal:

**Laboratory Testing:** Our personnel can obtain representative samples from the onsite/offsite borrow for laboratory Proctor testing to determine the materials maximum dry density and optimum moisture content. In addition, Atterberg limits and natural moisture content testing may be performed.

**Proofrolling Observations:** Our personnel can be onsite as requested to observe proofrolling. The purpose of our observations is to assist the contractor in determining the suitability of soils for fill placement. During proofrolling observations, our personnel can help identify areas which pump, rut, or deflect under passage of construction equipment. If necessary, recommendations will be provided for areas judged unsuitable during proofrolling.



**Field Density Testing:** Our personnel can be onsite during fill placement operations. Our personnel will record lift thickness, moisture content, compacted density, approximate location and approximate depth to proposed subgrade elevation. Please be aware that periodic, part-time density testing will represent the compaction and moisture content at the tested depths and locations only.

**Fresh Concrete Testing:** During placement of fresh concrete, our personnel can be onsite to perform air and concrete temperature, slump, unit weight and air content testing. Also, for each scheduled placement, representative cylinders will be cast for compressive strength testing. After the initial curing on site, the cylinders will be transported to our facility for additional laboratory curing and compressive strength testing.

**Field Density Testing of Basestone:** After the basestone is placed and compacted our personnel can perform field density testing of the in-place basestone. Our personnel will record moisture content, compacted density and the approximate test location.

**Asphalt Testing:** During asphalt placement, our personnel can perform density testing during asphalt placement. If requested and at the completion of asphalt placement, we can obtain core samples from the recently placed asphalt, testing each core for thickness and specific gravity. The specific gravity test results can be compared to the asphalt supplier's Job Mix Formula (JMF) to obtain a percent compaction for each core.

**Reporting:** At the completion of each site visit, our personnel will prepare a daily field report. This report will summarize our field personnel's preliminary observations and testing results. The field personnel's information will be delivered to our office, reviewed by a UES project manager, and issued in a typed format.

#### LABORATORY ACCREDITATION

UES participates and maintains AASHTO Accreditation through the AMRL and CCRL certification programs. This accreditation confirms our laboratory meets or exceeds the requirements outlined in ASTM E329 for materials testing and inspection laboratories. Confirmation of our accreditation is shown on the AMRL website at <http://www.amrl.net>.

#### EXCLUSIONS

The following items are specifically excluded from our scope of services:

1. Surveying of test locations and elevations.
2. Providing a curing environment for the initial 24 to 48 hours for the concrete cylinders.
3. Directing the means and methods of the project subcontractors.
4. Items not discussed above.



5. Construction Management.
6. Civil/Architectural design services.

#### CLIENT RESPONSIBILITIES

We request that you provide the following information to UES:

1. Please forward a copy of the project plans and specifications to UES prior to construction.
2. Provide us with the name of the individual who will be responsible for scheduling and directing our services. Provide, or instruct your appointed representative to provide a minimum 24-hour notice for our services. When performing these services on an on-call basis, UES will not be responsible for services performed without our presence.
3. Provide us with all applicable names for report distribution.

#### FEES & SCHEDULE

##### Task 1 – Geotechnical Exploration

Based on the scope of services described above, the lump sum cost to perform the geotechnical exploration, for the proposed development will be **\$5,000**. The limited site clearing can be performed for an additional cost of **\$1,500**.

Additionally, this fee includes a consultation after the issuance of the report. The proposed fee is based upon our scope of work being completed during normal business hours without interruption or delay (Monday through Friday from 7 am to 5 pm). Should conditions be encountered such that additional services appear to be in the best interest of the project, we will utilize the fees in the attached unit rate sheet. However, UES will contact you with our recommendations prior to proceeding with services beyond the scope of this proposal.

Based on our current schedule, we are prepared to initiate our geotechnical services upon receipt of your written authorization to proceed. Per Tennessee law, a three-day utility clearance period is required before any excavation or drilling can begin. The TN811 service will provide the location of public utilities. We anticipate that the field exploration will be completed in one working day, assuming favorable weather conditions. Verbal preliminary information can be provided at the completion of the fieldwork, if necessary. The subsurface report will be submitted approximately 10 to 12 working days after the completion of the field exploration.



**Task 2 – Construction Materials Testing and Special Inspections**

UES proposes to perform the scope of services discussed above on a unit rate basis. Based on the scope of work, assumed schedule, and quantities, we estimate our fee will be on the order of **\$7,500**. This is not a lump sum price and our services will be dependent on the construction schedule, the number of trips requested, and the number of units performed in accordance with the attached fee schedule. With each invoice, we can update you with services provided for that invoice, as well as the total fees to date. Our actual fees will be dependent on services performed.

Since UES will be on-site only when requested by your appointed representative, your project superintendent will have ultimate control over the project efficiency and cost of the materials testing services.

## CONTRACTUAL AGREEMENTS

Our Agreement for Services is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing and returning one copy to our office. An email of the signature page of the contract will be considered suitable written authorization. However, UES will issue the final report only after the receipt of a signed copy of this contract.

If you elect to indicate acceptance of our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements.





Proposal for Geotechnical Services & Construction Materials Testing  
Proposed Recycling Center / Clinton, TN

No. A24109.02342  
October 21, 2024

## CLOSING

Again, thank you for the opportunity to be of service to you on this project. If you should have any questions, or need any further information, please do not hesitate to contact us.

Sincerely,  
**UES Professional Solutions 19, LLC (UES)**

Stephen R. Martin, P.E.  
Geotechnical Department Manager



Ibrahim M. Aklouk, P.E.  
Geotechnical Project Manager

Attachments: Schedule of Fees & Agreement for Services Form



**Robby Holbrook**

---

**From:** Joshua Anderson <joshanderson1984@gmail.com>  
**Sent:** Monday, December 2, 2024 8:11 AM  
**To:** Robby Holbrook; jsvowell1@gmail.com  
**Subject:** External: Acctc Technology Request

**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.

Would it be possible to add Principal Nathan Wade and the residential construction instructors to the budget agenda this Thursday? They have some information they'd like to present that ties in with the meeting we had in Oak Ridge with the nuclear industry partners.

Thanks,

Josh

SEC B

Date/Time: 12/2/2024 3:37 PM

*Property Assessor Restricted Fund*

Page 1 of 1

Number	Period	Beginning Balance	Debit	Credit	Ending Balance
1	July 2024	(\$66,627.00)	\$0.00	\$0.00	(\$66,627.00)
2	August 2024	(\$66,627.00)	\$0.00	\$0.00	(\$66,627.00)
3	September 2024	(\$66,627.00)	\$0.00	\$0.00	(\$66,627.00)
4	October 2024	(\$66,627.00)	\$0.00	\$0.00	(\$66,627.00)
5	November 2024	(\$66,627.00)	\$0.00	\$0.00	(\$66,627.00)
6	December 2024	(\$66,627.00)	\$0.00	\$0.00	(\$66,627.00)
7	January 2025	(\$66,627.00)	\$0.00	\$0.00	(\$66,627.00)
8	February 2025	(\$66,627.00)	\$0.00	\$0.00	(\$66,627.00)
9	March 2025	(\$66,627.00)	\$0.00	\$0.00	(\$66,627.00)
10	April 2025	(\$66,627.00)	\$0.00	\$0.00	(\$66,627.00)
11	May 2025	(\$66,627.00)	\$0.00	\$0.00	(\$66,627.00)
12	June 2025	(\$66,627.00)	\$0.00	\$0.00	(\$66,627.00)
Totals		(\$66,627.00)	\$0.00	\$0.00	(\$66,627.00)

Budget Codes

101-52300-331

101-52300-305

SEC C

LAST NAME	FIRST NAME	D.O.H.	TERM DATE	FULL/PART	DEPT
<b>Circuit Clerk</b>					
VOWELL	AMANDA	1/20/2005		F	CIRCUIT COURT
PEREZ	ANGELA	9/1/2006		F	CIRCUIT COURT
CASTEEL	RETHA	8/17/2012		F	CIRCUIT COURT
SHULTZ	NANCY	6/24/2013		F	CIRCUIT COURT
PRICKETT	SHALEA	4/6/2015		F	CIRCUIT COURT
NAUMAN (STEFFEY)	JESSICA	8/10/2015		F	CIRCUIT COURT
TAYLOR	CHELSEY	11/24/2015		F	CIRCUIT COURT
LYNCH	REX	12/14/2015		F	CIRCUIT COURT
VESPIE	MAURA	9/1/2018		F	CIRCUIT COURT
DAVIES	MELANIE	11/27/2019		F	CIRCUIT COURT
<b>County Clerk</b>					
COLE	JEFF	8/23/1999		F	COUNTY CLERK
HAZELHURST	KELLY	11/22/2000		F	COUNTY CLERK
BUNCH	KIMBERLY	5/27/2008		F	COUNTY CLERK
WEBB	KAYLA	11/1/2018		F	COUNTY CLERK
COLLINS	CARRIE	12/10/2018		F	COUNTY CLERK
WEXLER	GENA	12/1/2019		F	COUNTY CLERK
<b>Register of Deeds</b>					
BAKER	LARRY	12/29/1986		F	REG OF DEEDS
WRIGHT	KIMBERLY	6/1/1990		F	REG OF DEEDS
BROWN	YVETTE	9/5/1991		F	REG OF DEEDS
SHELTON	TIMOTHY	3/16/1992		F	REG OF DEEDS

\*Elected Officials are not eligible for longevity

TITLE	HOURLY	SALARY	Years of service	\$50	\$100
				Capped at 20 Years	
OFFICE MANAGER	\$ 24.88	\$ 51,744.90	19	950	1900
CHIEF DEPUTY CLERK	\$ 32.72	\$ 68,050.10	18	900	1800
OFFICE MANAGER	\$ 23.95	\$ 49,822.00	12	600	1200
DEPUTY CLERK II	\$ 20.01	\$ 41,614.00	11	550	1100
OFFICE MANAGER	\$ 26.40	\$ 54,916.90	9	450	900
DEPUTY CLERK I	\$ 17.77	\$ 36,962.10	9	450	900
DEPUTY CLERK II	\$ 19.94	\$ 41,479.90	9	450	900
CIRCUIT COURT CLERK	\$ 53.55	\$ 111,390.00	9	0	900
COLLECTIONS MANAGER	\$ 24.88	\$ 51,744.90	8	400	800
DEPUTY CLERK	\$ 17.33	\$ 27,040.00	5	250	500
				<b>5,000</b>	<b>10,900</b>
COUNTY CLERK	\$ 53.55	\$ 111,390.00	25	0	0
CHIEF DEPUTY	\$ 34.75	\$ 72,280.00	24	1,000	2000
BOOKKEEPER	\$ 26.50	\$ 55,120.00	16	800	1600
CLERK	\$ 18.50	\$ 38,480.00	6	300	600
DEPUTY CLERK	\$ 21.50	\$ 44,720.00	6	300	600
ASSISTANT MANAGER	\$ 18.75	\$ 31,200.00	5	250	500
				<b>2,650</b>	<b>5,300</b>
DEPUTY REGISTER	\$ 25.28	\$ 52,580.00	38	1,000	2000
CHIEF DEPUTY	\$ 33.39	\$ 69,459.26	34	1,000	2000
OFFICE MANAGER	\$ 30.71	\$ 63,884.00	33	1,000	2000
REGISTER OF DEEDS	\$ 53.55	\$ 111,390.00	31	0	0
				<b>3,000</b>	<b>6,000</b>



# AIA® Document A132® – 2019

## Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 12th day of November in the year 2024 per Bid # 2508 ,  
Exhibit 1

*(In words, indicate day, month, and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address, and other information)*

Anderson County Schools  
101 S. Main Street  
Suite 5  
Clinton, TN 37716

and the Contractor:

*(Name, legal status, address, and other information)*

Morristown Automatic Sprinkler Co  
1310 Kames Ave

Knoxville, TN 37917

for the following Project:

*(Name, location, and detailed description)*

Clinton High School CTE Welding Building  
425 Dragon Drive  
Clinton, TN 37716

The Construction Manager:

*(Name, legal status, address, and other information)*

GCE Construction  
1115 N. Charles G. Seivers Blvd  
Suite 17, #163  
Clinton, TN 37716

The Architect:

*(Name, legal status, address, and other information)*

MBI Companies Inc.  
299 N. Weisgarber Rd

Knoxville, TN 37919

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1852066835)

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

## EXHIBIT B DETERMINATION OF THE COST OF THE WORK

## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

## § 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

*(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)*

Init.

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User Notes:

(1852066635)

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

*(Check one of the following boxes and complete the necessary information.)*

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

*(Check the appropriate box.)*

Stipulated Sum, in accordance with Section 4.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

*(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)*

**§ 4.2 Stipulated Sum**

§ 4.2.1 The Contract Sum shall be One Hundred Twenty-Nine Thousand Six Hundred Ninety-Eight Dollars (\$129,698.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2.2 Alternates**

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Init.



Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:  
*(Identify each allowance.)*

Item	Price
Discretionary Fund (3% of Base Bid)	\$3,890.94

§ 4.2.4 Unit prices, if any:  
*(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

*(Paragraphs deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*

§ 4.5 Liquidated damages, if any:  
*(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)*

\$500.00 per calendar day

§ 4.6 Other:  
*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 When an Application for Payment is received by the Construction Manager, the Construction Manager shall make recommendation to owner within thirty days of receiving the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

Init.

**§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum**

**§ 5.1.4.1** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.4.2** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.4.3** In accordance with General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.4.3.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.4.3.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect or Construction Manager has previously withheld a Certificate for Payment;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect or Construction Manager may withhold payment, or nullify a Certificate of Payment in whole or in part; and
- .5 Retainage withheld pursuant to Section 5.1.7.

*(Paragraphs deleted)*

**§ 5.1.6.6** In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract.

**§ 5.1.6.7** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

*(Paragraph deleted)*

**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Not Applicable

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:  
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum Is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker *Anderson County Schools will also serve as an Initial Decision Maker*  
The Construction Manager will serve as Initial Decision Maker, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Construction Manager.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation, the method of binding dispute resolution shall be as follows:  
(Check the appropriate box.)

- Arbitration pursuant to Article 15 of AIA Document A232-2019.
- Litigation in a court of competent jurisdiction.
- Other: (Specify)

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

*(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)*

## § 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

*(Paragraphs deleted)*

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Construction Manager.)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation, the method of binding dispute resolution shall be as follows:  
*(Check the appropriate box.)*

- Arbitration pursuant to Article 15 of AIA Document A232-2019.
- Litigation in a court of competent jurisdiction.
- Other: *(Specify)*

Init.

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User Notes:

(1852066635)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1 Where the Contract Sum is a Stipulated Sum**

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in the General Conditions of the Contract.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

§ 7.1.2 The Work may be suspended by the Owner. When work is suspended by Owner for convenience, appropriate adjustments to the date of substantial completion may be issued in an Change Order to Contract Time.

*(Paragraphs deleted)*

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

Kelly Myers  
Anderson County Schools

§ 8.3 The Contractor's representative:

*(Name, address, email address, and other information)*

Mark Tucker

Morristown Automatic Sprinkler Co

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™-2019, Exhibit A, and elsewhere in the Contract Documents.

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§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232-2019, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 8.7 Relationship of the Parties**

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**§ 8.8 Other provisions:**

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 Exhibit 1, Contractor's Bid
- .3
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
1	9/30/24	

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document A201- 2017, General Condition of the Contract for Construction

Init.

[ ] AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:  
(Insert the date of the E235-2019 incorporated into this Agreement.)

[ ] The Sustainability Plan:

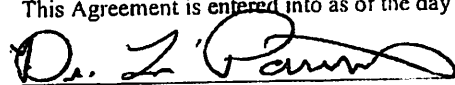
Title	Date	Pages
-------	------	-------

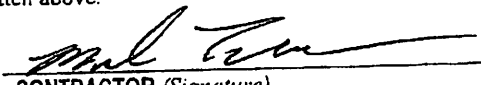
[ X ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
All Plans, Specifications, and Documents provided during Bidding Process			

(Paragraphs deleted)

This Agreement is entered into as of the day and year first written above.

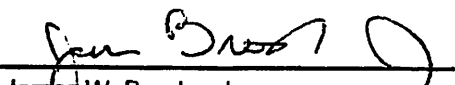
  
OWNER (Signature)

  
CONTRACTOR (Signature)

Dr. Tim Parrott, Director of SchoolMark Tucker / Contract Saker  
(Printed name and title)

Mark Tucker  
(Printed name and title)

APPROVED AS TO LEGAL FORM

  
James W. Brooks, Jr.  
Anderson County Law Director

APPROVED  
  
Robert Halbrook  
County Finance Director

Init.

## **Additions and Deletions Report for AIA® Document A132® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:09:44 ET on 11/12/2024.

### **PAGE 1**

**AGREEMENT** made as of the 12th day of November in the year 2024 per Bid # 2508 , Exhibit 1

...

Anderson County Schools  
101 S. Main Street  
Suite 5  
Clinton, TN 37716

...

Morristown Automatic Sprinkler Co  
1310 Karnes Ave

...

Knoxville, TN 37917

...

Clinton High School CTE Welding Building  
425 Dragon Drive  
Clinton, TN 37716

...

GCE Construction  
1115 N. Charles G. Seivers Blvd  
Suite 17, #163  
Clinton, TN 37716

...

MBI Companies Inc.  
299 N. Weisgarber Rd

...

Knoxville, TN 37919

### **PAGE 2**

A date set forth in a notice to proceed issued by the Owner.



PAGE 3

[  ] Stipulated Sum, in accordance with Section 4.2 below

...

§ 4.2.1 The Contract Sum shall be One Hundred Twenty-Nine Thousand Six Hundred Ninety-Eight Dollars (\$129,698.00), subject to additions and deductions as provided in the Contract Documents.

PAGE 4

Discretionary Fund (3% of Base Bid)      \$3,890.94

...

~~§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price~~

~~§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.~~

~~§ 4.3.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

~~§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 4.3.5 Rental rates for Contractor owned equipment shall not exceed \_\_\_\_\_ percent (\_\_\_\_%) of the standard rental rate paid at the place of the Project.~~

~~§ 4.3.6 Unit prices, if any:~~

~~(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.~~

~~§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price~~

~~§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.~~

~~§ 4.4.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

~~§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 4.4.5 Rental rates for Contractor owned equipment shall not exceed \_\_\_\_\_ percent (\_\_\_\_%) of the standard rental rate paid at the place of the Project.~~

~~§ 4.4.6 Unit Prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 4.4.7 Guaranteed Maximum Price~~

~~§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed (\$ \_\_\_\_\_), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.~~

~~§ 4.4.7.2 Alternates~~

~~§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:~~

Item	Price
------	-------

~~§ 4.4.7.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)~~

Item	Price	Conditions for Acceptance
------	-------	---------------------------

~~§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)~~

Item	Price
------	-------

~~§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption.)~~

~~§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.~~

~~§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.~~

...

\$500.00 per calendar day

...

~~§ 5.1.3 Provided that When an Application for Payment is received by the Construction Manager not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Construction Manager after the application date fixed above,~~

~~payment of the amount certified shall be made by the Owner not later than ( ) days after the Construction Manager receives the Construction Manager, the Construction Manager shall make recommendation to owner within thirty days of receiving the Application for Payment.~~

PAGE 5

§ 5.1.4.3 In accordance with ~~AIA Document A232™ 2019~~, General Conditions of the Contract for Construction, ~~Construction Manager as Adviser Edition~~, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

...

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect or Construction Manager has previously withheld a Certificate for ~~Payment as provided in Article 9 of AIA Document A232-2019;~~ Payment;

...

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect or Construction Manager may withhold payment, or nullify a Certificate of Payment in whole or in part, ~~as provided in Article 9 of AIA Document A232-2019;~~ part; and
- .5 Retainage withheld pursuant to Section 5.1.7.

~~§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price~~

~~§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.~~

~~§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.~~

~~§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

~~§ 5.1.5.3.1 The amount of each progress payment shall first include:~~

- ~~.1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;~~
- ~~.2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and~~
- ~~.3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.~~

~~§ 5.1.5.3.2 The amount of each progress payment shall then be reduced by:~~

- ~~.1 The aggregate of any amounts previously paid by the Owner;~~
- ~~.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;~~
- ~~.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;~~

- ~~4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;~~
- ~~5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~6 Retainage withheld pursuant to Section 5.1.7.~~

~~§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.~~

~~§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.~~

~~§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.~~

~~§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.~~

~~§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price~~

~~§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.~~

~~§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.~~

~~§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.~~

~~§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.~~

~~§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.~~

~~§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which~~

the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

~~§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

~~§ 5.1.6.4.1 The amount of each progress payment shall first include:~~

- ~~1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;~~
- ~~2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;~~
- ~~3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and~~
- ~~4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.~~

~~§ 5.1.6.4.2 The amount of each progress payment shall then be reduced by:~~

- ~~1 The aggregate of any amounts previously paid by the Owner;~~
- ~~2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;~~
- ~~3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;~~
- ~~4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;~~
- ~~5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~6 Retainage withheld pursuant to Section 5.1.7.~~

~~§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.~~

~~§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.~~

...

~~§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.~~

...

Not Applicable  
PAGE 6

~~§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~

~~§ 5.2.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when~~

- ~~1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment;~~
- ~~2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and~~
- ~~3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.~~

~~§ 5.2.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:~~

~~§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)~~

~~—%~~

...

~~The Architect/Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232-2019, Maker, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.~~

~~(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect/Construction Manager.)~~

...

~~For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232-2019, mediation, the method of binding dispute resolution shall be as follows:~~

...

Litigation in a court of competent jurisdiction.

PAGE 7

~~§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2019, the General Conditions of the Contract.~~

~~§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232-2019, convenience, then the Owner shall pay the Contractor a termination fee as follows:~~

...

~~§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2019. Owner. When work is suspended by Owner for convenience, appropriate adjustments to the date of substantial completion may be issued in an Change Order to Contract Time.~~

~~§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~

~~§ 7.2.1 Termination~~

~~§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2019.~~

~~§ 7.2.1.2 Termination by the Owner for Cause~~

~~§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the Owner shall then only pay the Contractor an amount as follows:~~

- ~~1 Take the Cost of the Work incurred by the Contractor to the date of termination;~~
- ~~2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~3 Subtract the aggregate of previous payments made by the Owner; and~~
- ~~4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232-2019.~~

~~§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232-2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.~~

~~§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.~~

~~§ 7.2.1.3 Termination by the Owner for Convenience~~

~~If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232-2019, then the Owner shall pay the Contractor a termination fee as follows:~~

~~(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)~~

~~§ 7.3 Suspension~~

~~The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232-2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.~~

...

Kelly Myers  
Anderson County Schools

...

Mark Tucker

...

Morristown Automatic Sprinkler Co  
PAGE 8

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232-2019, may be given in accordance with ~~a building information modeling exhibit, AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit~~, if completed, or as otherwise set forth below:  
*(If other than in accordance with ~~a building information modeling exhibit, AIA Document E203-2013~~, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

...

- ~~.2 AIA Document A132™ 2019, Exhibit A, Insurance and Bonds Exhibit~~ Exhibit I, Contractor's Bid
- ~~.3 AIA Document A232™ 2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition~~
- ~~.4 Building Information Modeling Exhibit, if completed:~~
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

...

1 9/30/24

~~Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.~~

...

- ~~[ ] AIA Document A132™ 2019, Exhibit B, Determination of the Cost of the Work~~ [ X ]  
AIA Document A201- 2017, General Condition of the Contract for Construction

PAGE 9

- [ X ] Supplementary and other Conditions of the Contract:

...

All Plans, Specifications, and Documents provided during Bidding Process

- ~~.8 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232-2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*~~





. MBI #210042.04  
ANDERSON COUNTY BID #

25-0068 Exhibit 1  
SECTION 00 41 13  
BID FORM

TO: Purchasing Department  
Attention: Katherine Ajmeri  
Anderson County Courthouse  
100 North Main Street, Room 214  
Clinton, TN 37716

DATED: October 3, 2024

Having carefully examined the Invitation and Instructions to Bidders, the General Conditions of the Contract and Specifications entitled "Clinton High School Welding and Agriculture Building" and the Drawings similarly entitled, as well as the premises and conditions affecting the work, the Undersigned proposes to furnish all materials and labor called for by them for the work in accordance with said documents for the sum of:

One hundred twenty-nine thousand six hundred & 75 Dollars (\$ 129,675.00).

hereinafter referred to as the Base Bid.

Allowance: Discretionary Fund of 3% of the Base Bid is included in Base Bid.

The Bidder hereby acknowledges that the following documents are attached to and made a condition of this Bid:

- |  |   |
|--|---|
| a) Required Bid Security in the form of: N/A           | b) Attachment 1: Fire Protection for CTE Welding Building |
| c) Attachment 2: Non-Collusion Affidavit               | d) Attachment 3: Diversity Business Information           |
| e) Attachment 4: Insurance Requirement Acknowledgement | f) Attachment 5: Conflict of Interest Affidavit/Statement |
| g) Attachment 6: Background Check Compliance Form      | h) Attachment 7: Drug-Free Workplace Affidavit            |
| i) Authorization to do Business in Tennessee           | j) Specification Compliance Form                          |

If written notice of the acceptance of this bid is mailed, emailed, or delivered to the Undersigned within sixty (60) days after the date of receipt of bids or at any time thereafter before this bid is withdrawn, the Undersigned agrees that he will execute and deliver a Contract on the forms which will be provided him in accordance with bid as specified; and that he will give performance and payment bonds as specified with good and sufficient surety or sureties all within ten (10) days, unless a longer period is allowed after the prescribed forms are presented to him for signature.

The Bidder proposes to complete the work within NA consecutive calendar days from the Notice to Proceed. The Bidder, by submitting this Bid, agrees to furnish labor, materials, equipment, etc., necessary to complete the work by the above stated dates and to accept the conditions for liquidated damages in the amount of **Five Hundred Dollars (\$500.00)** per calendar day. The above stated dates for completion of this project are of utmost importance to the Owner.

The Undersigned hereby acknowledges receipt of all Contract Documents including all pages of the Specifications, all sheets of the Drawings, and the following Addenda:

Addendum No. <u>1</u> Date: <u>01/29/2024</u>	Addendum No. ___ Date: _____
Addendum No. ___ Date: _____	Addendum No. ___ Date: _____
Addendum No. ___ Date: _____	Addendum No. ___ Date: _____

Sincerely,

Mark Tucker - Mark Tucker

Bidder (If by a Corporation, this Bid must have the Signature Required by its By-Laws)

Contract Sales  
Title

Morristown Automatic Sprinkler Co.  
Firm Name

Tennessee  
State of Incorporation

15772  
State License No.

1310 Karnes Ave. Knoxville, TN. 37917  
Official Address

END OF BID FORM

**Attachment 1**  
**BID NUMBER:                      - Fire Protection for CTE Welding Building**

**SECTION 1 - BID INFORMATION**

Acknowledgment of Addenda:  
 (Write "Yes" if received)

Addenda 1 \_\_\_\_\_ Addenda 2 \_\_\_\_\_  
 Addenda 3 \_\_\_\_\_ Addenda 4 \_\_\_\_\_

**SECTION 2 - VENDOR INFORMATION**

Morris Low Automatic Sprinkler Co.  
 Vendor Name

1310 Karnes Ave.  
 Vendor Address

Knoxville, TN  
 City

Tennessee 37917  
 State Zip

Telephone Number (865) 689-4480

Mark Tucker  
 Contact Person (Please Print)

mark.tucker@mascofp.com  
 E-Mail Address

Taxpayer Identification Number, Social Security or  
 Employer Identification Number:

84-0973303

State of Tennessee Business License Number:  
 License # 15772

**I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign this bid for the vendor. Failure to include any information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid. Signing this form affirms that the original Invitation for Bid document has not been altered in any way.**

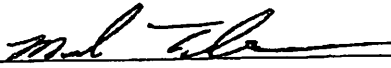
**Authorizing Signature:**

  
 (Please sign original in blue ink)

MBI #220042.02

SECTION 00 35 00  
25-0068 Exhibit  
IRAN DIVESTMENT ACT SIGNATURE

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not a person included within the list created pursuant to Tennessee Code Annotated §12-12-106.

Authorizing Signature:  10/2/2024  
(Sign in BLUE ink)

END OF SECTION

**Non-Collusion Affidavit**

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

**Non-Collusion Affidavit**

STATE OF Tennessee

COUNTY OF Anderson

I state that I am (Title) Contract Sales of (Name of My Firm) Marristown Automatic Sprinkler Co and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) Marristown Automatic Sprinkler Co, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

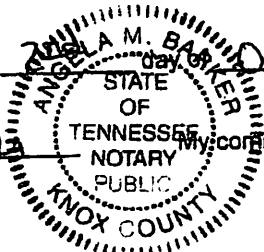
I state that (Name of My Firm) Marristown Automatic Sprinkler Co understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

[Signature]  
Representative's Signature

Contract Sales  
Title

Sworn to and subscribed before me this 27th day of October, 2024.

[Signature]  
Notary Public



My commission expires: 3/7/26



## DIVERSITY BUSINESS INFORMATION

### Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

- "MINORITY"** means a person who is a citizen or lawful permanent resident of the United States and who is:
- o Black (a person having origins in any of the black racial groups of Africa);
  - o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
  - o Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
  - o American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

**"MINORITY BUSINESS ENTERPRISE"** shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

**"WOMEN BUSINESS ENTERPRISE"** shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

**DIVERSITY BUSINESS INFORMATION  
ANDERSON COUNTY GOVERNMENT**

**NOTE:** This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

**IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED**

**SECTION 6 – DIVERSITY INFORMATION**

VENDOR/CONTRACTOR NAME: Morris town Automatic Sprinkler Co.

Type of Company: (Check One)

Corporation     Partnership     Limited Liability     Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes \_\_\_ No

If yes, check the ethnic category and indicate % of ownership:

- American Indian/Alaskan Native \_\_\_%
- African American \_\_\_%
- Hispanic \_\_\_%
- Asian/Pacific Islander \_\_\_%
- Other \_\_\_% \_\_\_\_\_ (please indicate)

Please name the entity of certification: \_\_\_\_\_

Please provide copy of certification letter or certificate

I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature: Mark Tucker OFFICER OF THE COMPANY

Name: Mark Tucker Title: Contract Sales

**NOTARY ACKNOWLEDGEMENT:**

STATE OF TN

COUNTY OF KNOX

ON 2nd day of Oct, 2024 BEFORE ME, Angela M. Barker

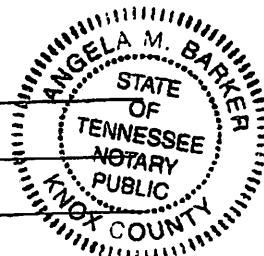
PERSONALLY APPEARED Mark Tucker, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: Angela M. Barker

PRINTED FULL NAME OF NOTARY: Angela M. Barker

MY COMMISSION EXPIRES: 3/7/26





**Attachment 4  
Insurance Requirement Acknowledgment**

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

- |    |   |   |
|----|---|---|
| 1. | <input checked="" type="checkbox"/> <b>Workers Compensation Employers Liability</b>   | Statutory limits<br>100,000/100,000/500,000       |
| 2. | <input checked="" type="checkbox"/> <b>Commercial General Liability</b>   | \$500,000 per occurrence<br>\$1,000,000 aggregate |
|    | <input checked="" type="checkbox"/> Occurrence Form Only<br><input checked="" type="checkbox"/> Include Premises Liability<br><input checked="" type="checkbox"/> Include Contractual<br><input checked="" type="checkbox"/> Include XCU<br><input checked="" type="checkbox"/> Include Products and Completed Operations<br><input checked="" type="checkbox"/> Include Personal Injury<br><input checked="" type="checkbox"/> Include Independent Contractors<br><input checked="" type="checkbox"/> Include Vendors Liability<br><input checked="" type="checkbox"/> Include Professional or E&O Liability |   |
| 3. | <input type="checkbox"/> <b>Business Auto</b>   |   |
|    | <input type="checkbox"/> Include Garage Liability<br><input type="checkbox"/> Include Garage Keepers Liability<br><input type="checkbox"/> Copy of Valid Driver's License<br><input type="checkbox"/> Copy of Current Motor Vehicle Record<br><input type="checkbox"/> Copy of Current Auto Liability Declarations Page   |   |
| 4. | <input type="checkbox"/> <b>Crime Coverages</b>   |   |
|    | <input type="checkbox"/> Employee Dishonesty<br><input type="checkbox"/> Employee Dishonesty Bond   |   |
| 5. | <input type="checkbox"/> <b>Property Coverages</b>  |   |
|    | <input type="checkbox"/> Builders Risk<br><input type="checkbox"/> Inland Marine<br><input type="checkbox"/> Transportation   |   |

6.  Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution in accordance with T.C.A. 12-4-201. This MUST be submitted before purchase order issued. **REQUIRED IF BID IS OVER \$100,000.**

**Certificate Holder Shall Be:** Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

**Bidders Statement and Certification**

I understand the insurance requirements of these specifications and will comply in full within **21 (twenty-one) calendar days** if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Maris Town Automatic Sprinkler Co.  
Vendor Name

Mark Tucker  
Authorized Signature

Mark Tucker  
Bid Representative Name (Please Print)

10/02/2024  
Date

**Attachment 5**  
**ANDERSON COUNTY GOVERNMENT**  
**PURCHASING DEPARTMENT**

**CONFLICT OF INTEREST AFFIDAVIT/STATEMENT**

**NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.**

**T. C. A. 5-14-114. Conflicts of interest -- Illegal payments.**

**(a)** Neither the county purchasing agent, nor members of the county purchasing commission, nor members of the county legislative body, nor other officials of the county, shall be financially interested, or have any personal beneficial interest, either directly or indirectly, in any contract or purchase order for any supplies, materials, equipment or contractual services used by or furnished to any department or agency of the county government.

**(b)** Nor shall any such persons accept or receive, directly or indirectly, from any person, firm or corporation to which any contract or purchase order may be awarded, by rebate, gift or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation.

**(c)** A violation of this section is a Class D felony.

**T. C. A. 12-4-101 Personal interest of officers prohibited.**

**(a) (1)** It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be directly interested in any such contract. "Directly interested" means any contract with the official personally or with any business in which the official is the sole proprietor, a partner, or the person having the controlling interest. "Controlling interest" includes the individual with the ownership or control of the largest number of outstanding shares owned by any single individual or corporation. This subdivision (a)(1) shall not be construed to prohibit any officer, committee person, director, or any person, other than a member of a local governing body of a county or municipality, from voting on the budget, appropriation resolution, or tax rate resolution, or amendments thereto, unless the vote is on a specific amendment to the budget or a specific appropriation or resolution in which such person is directly interested.

**(2) (A)** Subdivision (a)(1) shall also apply to a member of the board of directors of any not-for-profit corporation authorized by the laws of Tennessee to act for the benefit or on behalf of any one (1) or more counties, cities, towns and local governments pursuant to title 7, chapter 54 or 58.

**(B)** Subdivision (a)(2)(A) does not apply to any county with a metropolitan form of government and having a population of four hundred thousand (400,000) or more, according to the 1980 federal census or any subsequent federal census.

**(b)** It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be indirectly interested in any such contract unless the officer publicly acknowledges such officer's interest. "Indirectly interested" means any contract in which the officer is interested but not directly so, but includes contracts where the officer is directly interested but is the sole supplier of goods or services in a municipality or county.

**Attachment 5**  
**ANDERSON COUNTY GOVERNMENT**  
**PURCHASING DEPARTMENT**

**CONFLICT OF INTEREST AFFIDAVIT/STATEMENT**

**(c) (1)** Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment predates the member's initial election or appointment to the governing body of the county or municipality may vote on matters in which the member has a conflict of interest if the member informs the governing body immediately prior to the vote as follows: "Because I am an employee of (name of governmental unit), I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents." The vote of any such member having a conflict of interest who does not so inform the governing body of such conflict shall be void if challenged in a timely manner. As used in this subdivision (c)(1), "timely manner" means during the same meeting at which the vote was cast and prior to the transaction of any further business by the body.

**(2)** Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment began on or after the date on which the member was initially elected or appointed to serve on the governing body of the county or municipality shall not vote on matters in which the member has a conflict of interest.

**(3) (A)** In the event a member of a local governing body of a county or a municipality has a conflict of interest in a matter to be voted upon by the body, such member may abstain for cause by announcing such to the presiding officer.

**(B) (i)** Any member of a local governing body of a municipality who abstains from voting for cause on any issue coming to a vote before the body shall not be counted for the purpose of determining a majority vote.

**(ii)** This subdivision (c)(3)(B) shall in no way be construed to apply to any county having a metropolitan form of government and having a population in excess of five hundred thousand (500,000), according to the 1990 federal census or any subsequent federal census.

**(d)** This section shall apply to a member of the board of directors or officer of any nonprofit corporation required under § 8-44-102(b)(1)(E) to conduct all meetings of its governing body as open meetings.

I have read and understand both T.C. A. 5-14-114 and T. C. A. 12-4-101, and will comply.

**NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.**

  
Contractor or Company Owner (signature)

10/2/2024  
Date

Morristown Automatic Sprinkler Company.  
Contractor or Company Name (print)

# BACKGROUND CHECK COMPLIANCE FORM

## ANDERSON COUNTY GOVERNMENT

PURCHASING DEPARTMENT  
100 N. MAIN STREET, ROOM 214 or 218  
CLINTON, TN 37716  
(865) 457-6251  
(865) 457-6252 (Fax)

BID NUMBER 2508

CONTRACT NUMBER

**BACKGROUND CHECKS** Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.

Company or Individuals (Name)

To be named later

Address

\_\_\_\_\_

City, State, Zip Code

\_\_\_\_\_

Telephone Number

( ) \_\_\_\_\_

Contractor License Number (If Applicable)

\_\_\_\_\_

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Anderson County Government. I hereby agree to release all criminal history and other required information to Anderson County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code annotated Section §§ 49-5-401 et seq.

Signature

Mark Tucker

Title

Contract Sales

Printed Name:

Mark Tucker

(Please Print Clearly)

Date

13/02/2024

(Month, Day, Year)

**INTERNAL USE ONLY**

Notes

\_\_\_\_\_

Attachment 7

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF Tennessee

COUNTY OF KNOX

The undersigned, principal officer of Morris's town Automatic Sprinkler Co., an employer of five (5) or more employees contracting with \_\_\_\_\_ County Government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of Morris's town Automatic Sprinkler Co. (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the *Tennessee Code Annotated*.
3. The Company is compliance with T.C.A. 50-9-113

Further affiant saith not.

[Signature]  
Principal Officer

STATE OF Tennessee

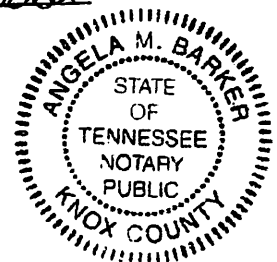
COUNTY OF KNOX

Before me personally appeared Mark Tucker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purpose therein contained.

Witness my hand and seal office this 2nd day of October, 2024.

[Signature]  
Notary Public

My commission expires: 3/7, 2026.



TO: Anderson County Schools  
101 S. Main  
Clinton, TN 37716

PROJECT: Clinton High School Welding and Agriculture Building  
411 Douglas LN  
Clinton, TN 37716

Having carefully and thoroughly examined the Project Manual, including all Specifications, and all Drawings for the above referenced project, the Undersigned proposes to perform all Work contained therein in strict compliance with ALL included requirements.

The undersigned certifies that the following statements are correct and acknowledges each by initially the space adjacent to each:

- I understand that manufacturers and products provided on the Drawings and in the Project Manual ARE NOT specified as such to only provide a standard of quality but are, in fact, specified as such to also indicate the exact manufacturer and/or product intended by the Owner, Architect and/or Engineer for use in the construction of the above referenced project.
- I will not at any time use or install products that have not been approved in compliance with Division 1 requirements.
- I understand that I, nor any of those in my employ, have the authority to determine whether or not a product is "equal" to the specified product or basis of design.
- The proposed Base Bid includes all specified manufacturers, products and materials or manufacturers, products and materials which were approved in compliance with Division 1 requirements prior to submission of Bid proposal.
- I understand that my bid may be rejected if I did not bid all aspects of the project as specified.

Having certified the above to best of my knowledge, I further certify, by signature below, that failure(s) to comply with the specified products, procedures and/or requirements and the subsequent correction thereof, by course determined by the Architect or Engineer, shall not be grounds for additional compensation of time or monies whether or not such failures were intentional.

Signature & Date *Mack Tucker* 10/2/2024

Print Name Mack Tucker

Title Contract Sales

Contractor Company Name Morrisstown Automatic Sprinkler Company,

Contractor's License No. 15792

Date of Expiration 5/31/2026

License Classification CMC-D, MU-A, MU-D

Address 1310 Karnes Avenue  
Knoxville, TN. 37917

STATE OF TENNESSEE  
DEPARTMENT OF  
COMMERCE AND INSURANCE  
25-0066 Exhibit 1

MORRISTOWN AUTOMATIC SPRINKLER CO (API  
GROUP LIFE SAFETY USA LLC

ID NUMBER: 15772  
LIC STATUS: ACTIVE  
EXPIRATION DATE: May 31, 2026

BOARD FOR LICENSING CONTRACTORS  
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS  
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN: KENNETH ROBERT ROGERS  
MORRISTOWN AUTOMATIC SPRINKLER CO (API GROUP LIFE SAFETY USA LLC  
1310 KARNES AVE.  
KNOXVILLE, TN 37917-2626


State of Tennessee 4-8949238

BOARD FOR LICENSING CONTRACTORS  
CONTRACTOR

MORRISTOWN AUTOMATIC SPRINKLER CO (API GROUP LIFE SAFETY USA LLC

*This is to certify that all requirements of the State of Tennessee have been met.*

ID NUMBER: 15772  
LIC STATUS: ACTIVE  
EXPIRATION DATE: May 31, 2026  
UNLIMITED: CMC-D; MU-A; MU-D



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE

EXPIRATION DATE: June 30, 2025  
TN FIRE PROTECTION SPRINKLER SYSTEMS  
FIRE SPRINKLER SYSTEM  
THIS IS TO CERTIFY THAT ALL REQUIREMENTS  
OF THE STATE OF TENNESSEE HAVE BEEN MET

API GROUP LIFE SAFETY USA, LLC DBA/MORRISTOWN AUTOMATIC SPRINKLE  
1310 KARNES AVENUE  
KNOXVILLE, TN 37917

3908928

## State of Tennessee

TN FIRE PROTECTION SPRINKLER SYSTEMS  
FIRE SPRINKLER SYSTEM

The Division of Fire Prevention, by the authority granted under Tennessee Code Annotated 62-32-107, hereby certifies that:

**API GROUP LIFE SAFETY USA, LLC DBA/MORRISTOWN AUTOMATIC SPRINKLE**  
1310 KARNES AVENUE  
Knoxville, TN 37917

Has satisfied the requirements for Fire Protection Sprinkler Systems Contractor.

ID NUMBER: 698  
LIC STATUS: REGISTERED  
EXPIRATION DATE: June 30, 2025

IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE





**MORRISTOWN**  
AUTOMATIC SPRINKLER CO.  
POWERED BY API Group

25-0068 Exhibit 1  
1310 Karnes Avenue  
Knoxville, TN 37917  
Office: 865.689.4480  
Fax: 865.687.8622  
TN Fire Alarm #C-1746

October 2, 2024

Anderson County Purchasing Department  
100 North Main Street, Room 214  
Clinton, TN. 37716

Attn: Anderson County Purchasing Department

Re: Clinton HS CTE Welding Building  
MASCO BID NO: 24-1631

To whom it may concern,

Based on review of the drawings including FP drawings dated October 6, 2023 & the site utility plan C300 dated October 23, 2023; we are pleased to offer this proposal to perform the fire protection work at the referenced. Our scope of work is based on the following:

**Addenda Reviewed: 0**

**Exterior:**

- Excavation and installation of 6-inch underground fire line beginning at the 6-inch outlet of the new 6-inch tap as per C300. The physical tap, tap fees will be paid and installed by others, if required.
- Installation of one (1) Post indicator and valve (PIV).
- Backfill all fire line trench crossing the road, parking lot and/or driveway with #57 gravel up to 4-inches below the top of the ditch line.
- Underground fire line piping shall be to the local authority standards.
- Installation, testing & flushing as per NFPA #24

**Interior:**

- Beginning 1'-0" AFF from the flange install a wet riser as per NFPA #13 with a backflow assembly, FDC, flow and tamper switches.
- From the riser assembly, installation of all branch line, cross mains, and feed mains as per NFPA 13.
- Design, installation, and testing will be in accordance with the provisions of NFPA 13 Light Hazard system with a density of .10 gpm/1500 sqft as per NFPA 13 A.5.2.
- Sprinkler heads will be spaced per the requirements of a Light Hazard Occupancy in accordance with NFPA 13 for the offices, restrooms, and alike areas.
- Design, installation, and testing for the Welding Shop and AG Innovation will be in accordance with the provisions of NFPA 13 Ordinary Hazard Group I system with a density of .15 gpm/2500 sqft as per FP001 drawing.
- Sprinkler heads will be spaced per the requirements of an Ordinary Hazard Occupancy in accordance with NFPA 13.
- Quick response, ½", 155-degree, brass uprights shall be installed throughout the building that has exposed structure.
- Quick response, ½", 155-degree, chrome pendent heads will be installed in areas with ceiling.
- Aboveground piping will be schedule 40 black steel pipe with shop welded outlets and grooved fittings or schedule 40 black steel pipe with cast iron screwed fittings as per notes.
- Installation and testing as per NFPA #13 for the aboveground system.

The price to perform the work described for underground fire line is: **SEVENTY-THREE THOUSAND AND SIX HUNDRED AND SIXTY-EIGHT DOLLARS (\$73,668.00).**

The price to perform the work described for the aboveground fire sprinklers is: **FIFTY-FOUR THOUSAND AND SEVEN HUNDRED AND FORTY DOLLARS (\$54,740.00).**

Performance and Payment bond is: **ONE THOUSAND AND TWO HUNDRED AND NINETY DOLLARS (\$1,290.00).**

**Total bid: \$ 129,698.00**

**Conditions:**

25-0068 Exhibit 1

- This proposal assumes the backflow assembly will be installed inside due to the local utility department requirements.
- This proposal assumes no master meter will be installed as per the local utility will not require one.
- This proposal assumes our work can be performed from a clean, unobstructed floor slab.
- This proposal assumes work will be completed during normal working hours.
- This proposal will have a 3% discretionary fund for the underground fire line and the aboveground fire sprinkler system.
- This proposal assumes a performance and payment bond due to the bid being over one hundred thousand dollars (\$100,000.00).
- This proposal assumes an adequate water supply is available to supply the sprinkler demand.
- This proposal assumes that CAD drawings will be provided at no cost for our use in the preparation of the sprinkler drawings.
- This proposal is based on current pipe prices. Due to the current volatility in raw material pricing this proposal is based upon current pricing. We reserve the opportunity to re-evaluate our proposal at the time of the award based upon pricing at the time.
- Morristown Automatic Sprinkler is not a Disadvantage Business Enterprise. Furthermore, no DBE participation goals or requirements are included or inferred. Should this project involve DBE goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact Morristown Automatic Sprinkler.
- This proposal is good for 60 days.

**Exclusions:**

Our quotation specifically excludes the following:

1. Exterior backflow assembly and hot box.
2. Master meter and concrete vault.
3. Bollards for the hydrants and riser.
4. Cutting, removal and repair of any concrete and asphalt to install the underground fire line, remote FDC and fire sprinkler run in.
5. Painting, marking and identification of piping.
6. Fire Extinguishers.
7. Alarm system.

- 8. Wiring of fire protection equipment.
- 9. Protection for any area not specifically listed in this proposal or shown on contract drawings.
- 10. Dry sprinkler protection for any areas outside the building.
- 11. Professional engineering services or fees.
- 12. Patching or fire caulking of holes or penetrations.
- 13. Integrity and / or code compliance of existing systems, interior and underground.
- 14. Freeze protection. It is the owner's responsibility to provide adequate freeze protection for all fire sprinkler system piping & associated components.

Thank you for the opportunity to quote on this valued work. If you have any questions, please do not hesitate to contact me at your convenience at 865-689-4480.

Best regards,

MORRISTOWN AUTOMATIC SPRINKLER CO.

*Mark Tucker*

Mark Tucker

---

In recognition of the relative risks of this Project to the Client and Morristown Automatic Sprinkler Company, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit liability of Morristown Automatic Sprinkler Company and Morristown Automatic Sprinkler Company's consultants to Client, to Contractor and any Subcontractors on the Project. This also applies to those claiming by or through Client for any and all claims, losses, costs, damages, or claim expenses from any cause or liability of Morristown Automatic Sprinkler Company or Morristown Automatic Sprinkler Company's consultants to all of those named herein with respect to Work. Morristown Automatic Sprinkler Company shall not be responsible for more than ten thousand dollars or the contract amount, whichever is less. Should Client desire a different limitation of liability, it is available as an additional service as agreed in writing by Client and Morristown Automatic Sprinkler Company.

Proposal Acceptance – All of the above prices, specifications, terms and conditions, are satisfactory and are hereby accepted.

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_

## Nichole Brooks

---

**From:** Tim Parrott <tparrott@acs.ac>  
**Sent:** Tuesday, November 19, 2024 4:29 PM  
**To:** Nichole Brooks  
**Subject:** Re: Morristown Auto Sprinkler

Nichole

I am ok with no date but I would put GCE and Anderson County Schools as the people that make the decision. Thanks

### **Tim Parrott Ed.D.**

**Make Every Day Count  
Every Student, Every Day**  
Director of Schools  
Anderson County Schools  
101 S. Main St. Suite 501  
Clinton, TN 37716  
[tparrott@acs.ac](mailto:tparrott@acs.ac)  
(865)463-2800 ext.2800  
Fax# (865) 457-7019

On Tue, Nov 19, 2024 at 4:20 PM Nichole Brooks <[nbrooks@aclawdirector.com](mailto:nbrooks@aclawdirector.com)> wrote:

Dr. Parrott,

Regarding the contract we talked about last night at the commission meeting for Morristown Sprinkler, I wanted to confirm that you are okay with the contract not having a term date and GCE being the initial decision maker in case of a dispute.

Thanks,

Nichole

**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: FINANCE

APPROPRIATION: X  
FROM: Robby Holbrook

DECREASE	CODE DESCRIPTION	AMOUNT
101-34530-46845	Restricted/Opioid TN Abatement Council	\$ 2,500.00
	<b>Total</b>	<b>\$ 2,500.00</b>
<b>INCREASE</b>		
101-58500-332-46845	Contributions to Other Agencies/ Legal Notices	\$ 2,500.00
	<b>Total</b>	<b>\$ 2,500.00</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 Motion</b>		
<b>Detailed Justification / Explanation :</b>		
From Opioid Committee an approved motion to spend \$2,500 on advertising in local papers.		
<b>Impact on 25/26 Budget - No</b>		

**Memorandum of Understanding  
Among the Anderson County Government, Anderson County  
Sheriff's Office, and the Town of Oliver Springs**

1. **Purpose.** This Memorandum of Understanding (MOU) documents the cooperative relationship between the Anderson County Government, Anderson County Sheriff's Office and the Town of Oliver Springs for providing Dispatch Services to the Town of Oliver Springs
  
2. **Scope.** This MOU applies to the Anderson County Government, Anderson County Sheriff's Office, and the Town of Oliver Springs.
  
3. **Background.** The Anderson County Sheriff's Office provides the staff for the Anderson County E-911 Center which services all of Anderson County with the exception of the City of Clinton, the City of Oak Ridge, and the Town of Oliver Springs. The Town of Oliver Springs makes request that all dispatch services be handled by the Anderson County Sheriff's Office in exchange for monetary payment to be made yearly
  
4. **Policy.** Based on a mutual understanding of the key responsibilities and mission of all parties involved, the following agreements are made:
  - a. Effective January 1, 2025, all emergency service requests will be routed to the Anderson County E-911 Center to be processed. This will include requests for EMS, Police, and Fire Services.
  - b. The Anderson County Sheriff's Office will provide staffing adequate to handle the additional requests for service in the E-911 Center so as to be able to dispatch the appropriate agency to these requests.
  - c. The Town of Oliver Springs agrees to pay the yearly amount of one-hundred and twenty-five thousand dollars (\$125,000.00) for these services.
  
5. **Coordination.** The points of contact for this MOU are the Sheriff for Anderson County, the Mayor of Anderson County and the Mayor of Oliver Springs.
  
6. **Miscellaneous.**
  - a. This MOU in no way restricts any of the agencies from participation in any activity with other public or private agencies, or organizations or individuals.
  - b. This MOU may be amended by written agreement by each participant. This MOU may be terminated by mutual written agreement or by either party upon thirty (30) days written notice to the other party.

- c. This MOU shall become effective on January 1, 2025.
- d. This MOU shall be reviewed annually and remain in effect indefinitely unless terminated earlier in accordance with the terms in 6.b.
- e. Intent changes will require revision and re-approval by all parties.

Approved:

\_\_\_\_\_  
Russell S. Barker  
Sheriff  
Anderson County Sheriff's Office

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

\_\_\_\_\_  
Terry Frank  
Mayor  
Anderson County Government

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

\_\_\_\_\_  
Jason Stiltner  
Mayor  
Town of Oliver Springs

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



Employee Benefits Consulting Services

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and CBIZ (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**Contractor Services.** Contractor agrees to provide Employee Benefits Consulting Services per **Addendum A.**

**Standard of Performance.** Contractor agrees to perform the services in a manner consistent with the standard in the industry and to the satisfaction of the County.

**Contractor Compensation.** Contractor shall be paid by County for the Contractor's services within thirty (30) days of invoicing and completion of the contracted services. The compensation to Contractor shall be \$40,000 per year. Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

**Term.** The term of this agreement shall be from January 1, 2025 through December 31, 2027.

**Release.** Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.

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

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

**Waiver.** A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

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

**Severability.** In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

**Cancellation.** In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

**Termination:** Anderson County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

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

**Multiple Counterparts: Effectiveness.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed,

collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

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

**Hold Harmless.**

The Contractor agrees to indemnify and hold harmless Anderson County as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for Anderson County to enforce the terms of this Contract. In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of Anderson County to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent Anderson County in any legal matter.

**Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.

**Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

**Appropriated Funds.** The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

**Payment Terms.** The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

**Warranty.** The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

**Insurance Requirement:** Vendors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Vendor and to Anderson County Government while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

**Non-discrimination.** The Contractor shall comply with all Federal nondiscrimination laws, regulations, instructions, policies, and guidelines and the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

**Equal Employment Opportunity.** It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

**Anti-Boycott of Israel:** By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.

**Notice.** Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

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

**Assignment.** This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

**Further Documentation.** The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Contractor:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip

Anderson County Government  
Administrative Approval:

\_\_\_\_\_  
Robert J. Holbrook, Finance Director Date

Anderson County Department Head  
Approval:

\_\_\_\_\_  
Date

Approved as to Form

\_\_\_\_\_  
Law Director Date

**ADDENDUM A  
EMPLOYEE BENEFITS CONSULTING SCOPE OF  
SERVICES - EFFECTIVE 1/1/2025**

- ❖ **Benefits Communications**
  - Employee Benefits Guide (printed and electronic)
  - Brainshark videos
  
- ❖ **Mineral (ThinkHR) for HR Management**
  - HR Team utilization of live consultations, handbook questions, compliance and training
  
- ❖ **Claims Advocacy**
  - Claims advocacy at employee level for all benefit designs
  - Daily service calls / e-mails from employees and HR team
  - Bi-weekly or Monthly calls with HR team
  
- ❖ **Compliance**
  - ACA compliance and fee communication
  - Medicare Part D attestation assistance
  - Annual carrier contract review (EOC/SPD)
  - CBIZ webinars
  - ERISA attorney on staff for specific compliance needs
  
- ❖ **Billing**
  - Assistance with audit after open enrollment for accuracy
  - Billing audits performed as needed, outside of open enrollment
  
- ❖ **Data Analytics**
  - Access to our Innovu system available at no cost to Employer (available late 2024 / early 2025)
  
- ❖ **Employee Open Enrollment Meetings / Presentations**
  - Assistance at onsite open enrollment meetings, as needed
  - Present all benefit materials to employees
  - National partnerships with enrollment firms, if needed
  - Mail open enrollment packets to all COBRA participants
  
- ❖ **Management of Vendors for Performance and Adherence to Strategic Blueprint**
  - Discussion with Employer on performance at carrier level for each vendor, as needed
  - RFP of vendors as deemed necessary
  - Strict adherence to expectations

- ❖ **Management / Creation of Annual Timeline**
  - Updated annually, and as needed, with approval from Employer
- ❖ **Market Trends Analysis**
  - Data compiled from existing CBIZ book and market trends received through survey data
  - Review of latest benefit strategies and carriers for relevance to Employer's needs
  - Utilization of CBIZ Pharmacy team to monitor pharmacy programs, trends, and care
- ❖ **Plan Funding/COBRA Rate Determination**
  - Actuary department sets plan and COBRA rates based on claims and admin costs expected for each plan design
  - Assist with medical payroll deduction calculation
  - Creation of IBNR report
- ❖ **Renewal Negotiations**
  - Medical (ASO and Stop-Loss), Dental, Vision, Life, Disability, and Ancillary carrier products
  - Negotiated through Actuarial data and leverage of CBIZ book of business
- ❖ **Wellness Management**
  - Establish partnership with CBIZ Wellbeing team for management of wellness program
  - Wellness fund negotiation with Medical ASO vendor
  - Benefit creation and compliance of all programs
  - Assist with calculating payroll deductions, based on desired wellness strategy
  - Review for efficacy of program
- ❖ **Pricing**
  - Consultant Price: 1-year: \$45,000 or 3-year: \$40,000 (per year)
  - Health: N/A
  - Dental: Standard Embedded Commissions
  - Vision: Standard Embedded Commissions
  - Basic Life, Disability and Worksite Products: Standard Embedded Commissions
  - Stop Loss: N/A
  - RX Consultant Price: 1-year or 3-year: \$20,000 per year
  - *Onsite Clinic Consulting: Pricing available upon request*

**Anderson County Employee Insurance Board of Trustees**  
**Meeting Minutes: December 3, 2024**

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

**Others Present** – Leean Tupper, Katherine Kleehammer, Hollie Fields, Denise Palmer, CBIZ representative Amanda Rymer, and Proactive MD representative Leia Barrett


**Call to Order** – T. Frank called the meeting to order at 2:04 p.m.

**Approval of Minutes**

Motion made by P. Yager and second by R. Holbrook to approve the minutes of the October 1, 2024, Board of Trustees meeting as presented. Motion passed by voice vote.

**Public Comments** - none

**Action and/or Discussion Items**

- 
1. CBIZ Contract/Scope of Services: Motion made by P. Yager and second by R. Holbrook to approve a three-year \$40,000 per-year Scope of Services with CBIZ, effective January 1, 2025. **Motion carried** by voice vote.
  2. Proactive MD 3<sup>rd</sup> Quarter Report: Leia Barrett reviewed the Thrive Health & Wellness Center's (employee health clinic) 3<sup>rd</sup> Quarter report. No action required
  3. Continuous Glucose Monitors: Leia Barrett provided BOT members with a brief review of the number and brands of CGMs that currently are prescribed by the Thrive Health & Wellness Center's medical provider. No action
  4. Health Risk Assessment Incentives: Discussion only
  5. National Association of Counties (NACO) Rx Program: A. Stone stated that CBIZ has advised against use of the NACO program at this time because they say it conflicts with the county's current Express Scripts agreement.

**Unfinished Business**

1. A. Stone reported that health clinic staff have completed training for the home sleep study program option that will be available to employees through the Thrive Health & Wellness Center. He also reported that the HR team will be completing training this week to market to employees the new FedLogic program that will provide an available education option to qualified employees who might want assistance with Social Security and healthcare paperwork. The FedLogic program should be available to qualified employees by mid-January 2025.
2. Fund 263 Financial Report: R. Holbrook stated that the Fund continues to trend positively for revenues over expenditures.

**New Business** – none

**Adjournment** – The meeting was adjourned at 2:54 p.m.