



## BUDGET COMMITTEE AGENDA

January 09, 2025 at 4:00 PM, Room 312

1. Appearance of Citizens
2. Approval of Agenda
3. Purchasing Contracts with Legal Review
  - A. **State of Tennessee, Department of Disability and Aging, Office of Aging, Contract #25-0070 A1** – Amends Grant to purchase Minivan for the Senior Center. Amendment changes the amount from being awarded in two separate fiscal years to one fiscal year.
  - B. **Canon, EMA, Contract #25-0091** – Mast Service Agreement to coincide with the thirty-six-month internet contract for County buildings
  - C. **RaeLee Belle Inc, DBA Dominos, School Nutrition, Contract #25-0093** – Three-year contract for pizza. Pricing based off a competitive bid.
4. Purchasing Contracts Pending Legal Review
  - A. **State of Tennessee, Department of Health, Health Department, Contract #23-0088 A1** – Amends the Health Department Capital Investment Grant. Amendment updates amount, attachments and period of performance.
  - B. **HIS Security, Office of Aging, Contract #25-0094** – One-year contract for Senior Center Alarm Monitoring. The cost is \$55 per month.



## BUDGET COMMITTEE AGENDA

**January 09, 2025 at 4:00 PM, Room 312**

### 5. Surplus Vehicles

DESCRIPTION	DEPARTMENT	Condition	Starting Bid
2007 Ford E150	Fleet Services	Running, some body damage	\$500
1998 Mazda B2500 Truck	Fleet Services	Running, repairs needed	\$500
2004 Ford Expedition	Fleet Services	Running	\$500
2003 Chevrolet Silverado	Fleet Services	Running, has oil leak	\$500

- 6. Cash and Fund Balance Report, etc.....Robby Holbrook
- 7. Consent Agenda.....Transfers, not requiring Commission approval (1-10)
- 8. AC Schools/Marcus Bullock..... Appropriations & Transfers (11-14)
- 9. Highway/Gary Long..... Appropriation (15)
- 10. Animal Control/Mayor Frank.....Appropriation (16)
- 11. EMS/Nathan Sweet.....Appropriations & Transfer(17-19)
- 12. Law Director/Jamie Brooks.....Transfer (20)

#### SECTIONS:

- Veteran’s Officer/Commission Meeting Referral.....(A)
- Election Administrator/Mark Stephens.....(B)
- FY 25.26 Budget Calendar and Guidelines/Robby Holbrook.....(C)
- New Business.....(D)
- Unfinished Business.....(E)

**1. Contracts with Legal Approval**

- A. State of Tennessee, Department of Disability and Aging, Office of Aging, Contract #25-0070 A1 – Amends Grant to purchase Minivan for the Senior Center. Amendment changes the amount from being awarded in two separate fiscal years to one fiscal year.
- B. Comcast, IT Department, Contract #25-0091 – Mast Service Agreement to coincide with the thirty-six month internet contract for County buildings.
- C. RaeLee Belle Inc, DBA Dominos, School Nutrition, Contract #25-0093 – Three-year contract for pizza. Pricing based off competitive bid.

**2. Contracts Pending Legal Review**

- A. State of Tennessee, Department of Health, Health Department, Contract #23-0088 A1 – Amends the Health Department Capital Investment Grant. Amendment updates amounts, attachments and period of performance.
- B. HIS Security, Office of Aging, Contract #25-0094 – One-year contract for Senior Center Alarm Monitoring. Cost is \$55 per month.

**3. Capital Asset Surplus Request**

DESCRIPTION	DEPARTMENT	Condition	Starting Bid
2014 Chevy Tahoe	Sheriff	Running, needs repair	\$500
2007 Ford E150	Fleet Services	Running, some body damage	\$500
1998 Mazda B2500 Truck	Fleet Services	Running, repairs needed	\$500
2004 Ford Expedition	Fleet Services	Running	\$500
2003 Chevrolet Silverado	Fleet Services	Running, has oil leak	\$500

Final Copy

 <h2 style="margin: 0;">GRANT AMENDMENT</h2>					
<b>Agency Tracking #</b>	<b>Edison ID</b>	<b>Contract #</b>	<b>Amendment #</b>		
34401-99475-1	84202	84202	1		
<b>Contractor Legal Entity Name</b>				<b>Edison Vendor ID</b>	
Anderson County Government				4145	
<b>Amendment Purpose &amp; Effect(s)</b>					
Change to advanced payment.					
<b>Amendment Changes Contract End Date:</b>			<b>End Date:</b>		
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			3/31/2026		
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):					N/A
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2025	\$45,000.00				\$45,000.00
<b>TOTAL:</b>	<b>\$45,000.00</b>				<b>\$45,000.00</b>
<p><b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p> <p style="font-size: 24pt; margin-top: 20px;"><b>Clayton Wells</b></p> <p style="font-size: 10pt; margin-top: 5px;">Digitally signed by Clayton Wells Date: 2024.12.23 08:26:42 -06'00'</p>			<p>CPO USE</p>		
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**AMENDMENT ONE  
OF GRANT CONTRACT 84202**

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

1. Grant Contract Section C.3. is deleted in its entirety and replaced with the following:

C.3. Payment Methodology – Total Advance Payment. 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. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.

2. Grant Contract Section C.5. is deleted in its entirety and replaced with the following:

C.5. "Reserved."

3. Grant Contract Section C.7. is deleted in its entirety and replaced with the following:

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State (and include, as applicable, documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations").

- 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.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ANDERSON COUNTY GOVERNMENT:

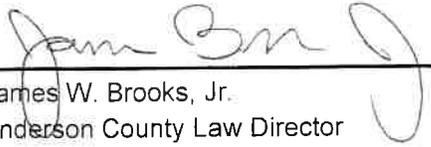
\_\_\_\_\_  
GRANTEE SIGNATURE DATE

\_\_\_\_\_  
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF DISABILITY AND AGING:

\_\_\_\_\_  
BRAD TURNER, COMMISSIONER DATE

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
James W. Brooks, Jr.  
Anderson County Law Director

**COMCAST ENTERPRISE SERVICES  
MASTER SERVICES AGREEMENT (MSA)**

MSA ID#: TN-9344067-SCole	MSA Term: 60 Months	Customer Name: Anderson County Government
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**CUSTOMER INFORMATION**

Primary Contact: Brian Anderson	<u>Primary Contact Address Information</u>
Title: Director of IT	Address 1: 100 N Main St
Phone: 865-457-6218	Address 2: RM 208
Cell: 865-806-9459	City: Clinton
Fax:	State: TN
Email: it@andersoncountyttn.gov	Zip Code: 37716

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page, (2) General Terms and Conditions, (3) PSA(s) and (4) Sales Orders. This Agreement shall be legally binding when signed by Customer and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <https://business.comcast.com/terms-conditions-ent> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (Privacy Policy) located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

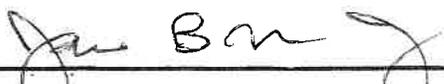
Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Orders, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

**CUSTOMER SIGNATURE (by authorized representative)**

Signature:
Name:
Title:
Date:

**APPROVED AS TO LEGAL FORM**

  
 \_\_\_\_\_  
 LAW DIRECTOR

**COMCAST ENTERPRISE SERVICES  
GENERAL TERMS AND CONDITIONS  
("General Terms and Conditions")**

**ARTICLE 1. DEFINITIONS**

For purposes of these General Terms and Conditions, the following terms shall have the meanings specified below.

**Affiliate:** With respect to each party, any entity that controls, is controlled by, or is under common control with such party. For the purposes of this definition, "control" shall mean ownership of at least fifty percent (50%) of the voting stock or other voting ownership interest in an entity.

**Agreement:** Collectively, these General Terms and Conditions, the Enterprise Master Services Agreement Cover Page executed by the Customer and accepted by Comcast, any applicable Product Specific Attachment, and each binding Sales Order and/or Statement of Work.

**Comcast:** The operating Affiliate of Comcast Cable Communications Management, LLC that provides the Services. References to Comcast in Article 5 and Article 6 shall also include its Affiliates and their respective directors, officers, and employees.

**Comcast Equipment:** Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver the Services. Notwithstanding the foregoing, inside telephone wiring within a Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

**Confidential Information:** All information regarding either party's business that has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the foregoing, Confidential Information shall include, even if not marked or otherwise designated as proprietary, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance), and invoices, as well as the parties' communications regarding such items. Confidential Information does not include any data transmitted over or through the Services.

**Customer:** The entity named on the Enterprise Services Master Service Agreement Cover Page.

**Customer-Provided Equipment:** All facilities, equipment, and devices supplied by Customer, or by a party not contracted by Comcast, for use in connection with the Services.

**Network:** The Comcast Equipment, fiber optic, or coaxial cable associated with electronics and other equipment used to

VERSION 5.0 Effective as of September 10, 2024  
provide the Services, including any such equipment not located on or at the Service Location(s).

**Product Specific Attachment(s) or PSA(s):** The additional terms and conditions applicable to each of the Services ordered by Customer under the Agreement.

**Sales Order:** An order form for the provision of Services to a Service Location(s) on (a) the then-current Comcast form designated for such purpose or (b) such other form, or in such other manner, as may be agreed upon by the parties. Unless otherwise indicated herein, each Statement of Work shall be considered a Sales Order.

**Service(s):** Service(s) provided by Comcast pursuant to a Sales Order or Statement of Work. All Services provided under the Agreement are for commercial, non-residential use only. Except as expressly provided in a Sales Order, Statement of Work, or PSA, all Services provided under the Agreement are for domestic use only.

**Service Commencement Date:** With respect to each Service, "Service Commencement Date" shall have the meaning specified in the PSA applicable to such Service or in the Statement of Work, it being understood that a single Sales Order or SOW containing multiple Service Locations or Services may have multiple Service Commencement Dates.

**Service Location(s):** The Customer location(s) where Comcast provides the Services.

**Service Term:** As specified in a Sales Order or Statement of Work, the duration of time (which shall commence on the Service Commencement Date) for which Services are ordered.

**Statement of Work (SOW):** The specific terms under which Comcast will provide certain customized services to Customer, including all attached appendices and exhibits, if any.

**Termination Charges:** Charges that may be imposed by Comcast upon early termination of a Service as specified in the applicable PSA.

**Website:** The Comcast website where the General Terms and Conditions, PSAs, the Privacy Policy, and the AUP are posted. The current URL for the Website is <https://business.comcast.com/terms-conditions-ent> (as the same may be updated by Comcast from time-to-time).

**ARTICLE 2. DELIVERY OF SERVICE**

**2.1 Orders.** To request Service at a Service Location(s), Customer may request from Comcast a Sales Order or SOW. If Customer wishes to move forward with the provision of the requested Service(s), Customer shall sign and return the Sales Order or SOW to Comcast. For purposes of Sales Orders, upon Customer's signature, the Sales Order will become binding, subject to an engineering review. SOWs shall not become binding unless and until executed by both Parties. Each Sales

Order or SOW submitted by Customer may be subject to an engineering review which will determine whether and to what extent the Network must be extended, built, or upgraded in order to provide the ordered Services. After any such engineering review, Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee" or "Construction Charges"). Notwithstanding anything to the contrary contained in this Article 2.1, Customer shall have thirty (30) days from receipt of such notice to reject the Custom Installation Fee and terminate the affected Service Location(s). In addition to the foregoing, if Comcast's cost of installing the applicable Services (including any applicable construction costs) increases following Customer's acceptance of the Custom Installation Fee such that Comcast's internal rate of return for the applicable Services is unacceptable to Comcast, as reasonably determined by Comcast, then (i) Comcast may increase the monthly recurring charge or Custom Installation Fee, as agreed to by Customer or (ii) if Customer does not agree to such increase, Comcast may terminate the applicable Services to the affected Service Location upon ten (10) days' notice to Customer, without penalty.

**2.2 Access.** To deliver Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space within and/or outside each Service Location and facility containing the Service Location ("Access"). Within each Service Location and facility containing the Service Location, Customer shall be solely responsible for securing and maintaining such Access as Comcast may require to deliver the Services. In the event that Customer fails to secure or maintain such Access, Comcast (i) may upon thirty (30) days prior written notice cancel or terminate Service at such Service Location and such termination shall be subject to applicable Termination Charges and (ii) shall be excused from its obligations with respect to the Service(s) at such Service Location (including any obligation to issue service credits) until such time as Customer provides Comcast with the necessary Access. If Comcast is unable to secure or maintain Access outside a particular Service Location or facility and associated property containing the Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party.

**2.3 Hazardous Materials.** If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing and/or installing Services until such materials are removed. Customer shall be responsible for any additional expense incurred by Comcast as a result of encountering, or in the avoidance of, hazardous materials.

**2.4 Equipment.**

**A. Comcast Equipment.** Comcast may, in its sole discretion, remove or change Comcast Equipment; provided that any such removal or change does not cause a material degradation in the Services. Customer shall not move, disconnect, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than as authorized by the Agreement. Customer shall (i) provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (ii) be responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, or by fire, theft, or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast. Any maintenance provided by Comcast for the Comcast Equipment under this Agreement shall be at Customer's cost to the extent it is related to causes other than the ordinary and proper use of the Comcast Equipment. Upon termination or expiration of this Agreement and/or any Sales Order or SOW, Customer shall be responsible for the return of all applicable Comcast Equipment. Until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment. If any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may, in its sole discretion, invoice Customer for the manufacturer's list price of such Comcast Equipment or the cost of repair.

**B. Customer-Provided Equipment.** Unless otherwise set forth in an SOW, Customer shall have sole responsibility for providing maintenance, repair, operation, and replacement of all Customer-Provided Equipment, inside telephone wiring, and other Customer equipment and facilities on the Customer's side of the Demarcation Point. "Demarcation Point" means the point of interconnection between the Network and Customer-Provided Equipment located at a Service Location. Neither Comcast nor its employees, Affiliates, agents, or contractors shall (i) have any obligation to install, operate, or maintain Customer-Provided Equipment or (ii) be liable for any damage, loss, or destruction to Customer-Provided Equipment, unless caused by the gross negligence or willful misconduct of Comcast. Customer-Provided Equipment shall at all times be compatible with the Network. Except as otherwise provided in an SOW, Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from Customer-Provided Equipment or facilities provided by a party not contracted by Comcast.

**2.5 Network; Intellectual Property.**

**A.** The Network is and shall remain the property of Comcast regardless of whether installed within, upon, overhead, above, or underground at or near the Service Location and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer

agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers, it being understood that, with respect to any Ethernet Services, the access circuit between a Service Location and the applicable Comcast Network gateway switch shall be solely used to provide the applicable Ethernet Services to Customer.

**B.** Title and intellectual property rights to (i) the Services and (ii) any computer software or code provided by Comcast to use the Services, including, but not limited to, associated documentation, and all updates thereto ("Licensed Software") are, in each case, owned by Comcast, its agents, suppliers, or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling, or publication of the Services, in whole or in part, without the express prior written consent of Comcast or other owner of such material, is prohibited.

**C.** The Agreement provides no right to use any party's or its Affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other party in any marketing, promotional, or advertising materials or activities.

**2.6 License Grant.** If Customer requires the use of Licensed Software from Comcast in order to use the Services, Customer shall have a nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements, for the Licensed Software. Customer shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software. Customer acknowledges that the use of Service may periodically require, and consents to Comcast's provision of, updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment ("Updates"). Comcast may perform such Updates remotely or on-site, at Comcast's sole discretion. Customer hereby consents to, and shall provide free Access for, such Updates. If Comcast has agreed to provide Updates, Comcast will be excused from the applicable performance criteria and credits, and any and all liability and indemnification obligations regarding the applicable Service to the extent resulting from Customer's failure to allow Comcast to install any Updates.

## **ARTICLE 3. BILLING AND PAYMENT**

### **3.1 Charges; Changes to MRC; Taxes.**

**A.** Customer agrees to pay all charges associated with the Services, including, but not limited to, any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies, or by Comcast, in connection with the sale, installation, use, or provision of the Services (e.g., applicable franchise fees, right of way fees, and Universal Service Fund charges) regardless of whether Comcast or its Affiliates pay the fees directly or are required or permitted by law to collect them from Customer. Any failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use. For the avoidance of doubt, Comcast shall not be responsible for any purchases made by Customer or its end users while using the Services.

**B.** With respect to each Sales Order and SOW, Comcast may, upon thirty (30) days prior written notice to Customer (or such longer period as may be required by law), modify the monthly recurring service charges applicable to (i) Ethernet and Internet Services at any time after the expiration of the initial Service Term and (ii) any other Services at any time. Customer acknowledges and agrees that such notice requirement may be satisfied by including notice of a monthly recurring service charge modification(s) in a Customer invoice. Customer shall have thirty (30) days from receipt of any such notice to cancel the applicable Service without liability for Termination Charges. Should Customer fail to cancel within such timeframe, Customer shall be deemed to have accepted the modified Service pricing. Notwithstanding anything to the contrary contained in this Article 3.1(B), Comcast may modify equipment charges upon notice to Customer.

**C.** Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer shall also be responsible to pay any taxes that become applicable retroactively.

### **3.2 Payment Terms; Disputes.**

**A.** Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage-based charges. Payment is due within thirty (30) days after the invoice date. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services from the Service Commencement Date to the start of the next billing period. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable

law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. Subject to Customer's right to dispute charges in accordance with Article 3.2(B), any payment not made when due will be subject to a late charge equal to (i) 1.5% per month or (ii) the highest rate allowed by law, whichever is lower. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

**B.** If Customer disputes any portion of an invoice, Customer shall pay the undisputed portion of the invoice and submit a written claim, including all substantiating documentation, to Comcast for the disputed amount of the invoice by the invoice due date. The parties shall negotiate in good faith to resolve any billing dispute submitted by Customer pursuant to this Article 3.2(B). Under no circumstances may Customer submit a billing dispute to Comcast later than ninety (90) days following the invoice date.

**3.3 Credit Approval and Deposits.** Delivery of Services may be subject to credit approval. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Subject to applicable regulations, Comcast may require Customer to make a deposit as a condition to Comcast's provision of the Services.

**ARTICLE 4. TERM & TERMINATION**

**4.1 Term.**

**A. Agreement Term.** Upon execution of the Agreement, Customer shall be allowed to request SOWs and Sales Orders from Comcast during the term referenced on the Cover Page ("MSA Term"). After the expiration of the initial MSA Term, Comcast, in its sole discretion, may continue to issue Sales Orders and SOW(s) to Customer under the Agreement or require the Parties to execute a new agreement. This Agreement shall continue in effect until the expiration or termination date of the last Service under a Sales Order or SOW entered under the Agreement, unless terminated earlier in accordance with the Agreement.

**B. Service Term.** Upon the expiration of the Service Term applicable to a Sales Order or SOW, each Service Term shall automatically renew for successive periods of one (1) year each (each, a "Renewal Term"), unless prior written notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. To the extent the initial Service Term or a Renewal Term applicable to a Sales Order or SOW extends beyond the expiration date of the MSA Term, such

JWS  
No Auto  
Renewal

Sales Order or SOW shall continue to be governed by the terms and conditions of the Agreement. The MSA Term commences on the Effective Date and continues for the time set forth on the Master Services Agreement Cover Page.

**4.2 Termination for Convenience.** Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) or SOW(s) at any time, upon thirty (30) days prior written notice to Comcast (subject to applicable Termination Charges).

**4.3 Termination for Cause.**

**A.** If either Party is in material breach of the Agreement and the breach continues unremedied for thirty (30) days after written notice of default, the other party may terminate for cause any Sales Order or SOW materially affected by the breach. In addition to its other remedies, if the Customer is in breach of a payment obligation and fails to make payment in full within thirty (30) days after written notice of default, Comcast may suspend the Service(s) under the affected Sales Order(s) or SOW(s).

**B.** Subject to applicable law, either party may terminate a Sales Order or SOW immediately upon notice to the other party if the other party has become insolvent as defined under the U.S. Bankruptcy Code, institutes or has instituted against it any bankruptcy, reorganization, det arrangement or assignment for the benefit of creditors, other proceeding under any bankruptcy or insolvency law or dissolution, receivership, or liquidation proceeding (and if such proceeding is instituted against it, such proceeding is not dismissed within sixty (60) days).

**C.** Comcast may terminate any Sales Order, SOW and/or the Agreement immediately if Customer or its employees, agents, or representatives threaten, harass, or use vulgar or inappropriate language toward Comcast personnel.

**4.4 Effect of Expiration/Termination of a Sales Order or SOW.** Upon the expiration or termination of a Sales Order or SOW for any reason, Comcast (i) shall disconnect the applicable Service and (ii) may assess and collect from Customer applicable Termination Charges (unless the Service is terminated by Customer pursuant Article 4.3 above). Termination by either party of a Sales Order or SOW does not waive any other rights or remedies that it may have under this Agreement.

**ARTICLE 5. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES**

**5.1 Limitation of Liability.**

**A. THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS FOR ANY AND ALL LOSSES, DAMAGES, AND CAUSES OF ACTION ARISING OUT OF THE AGREEMENT,**

INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO INDEMNIFICATION OBLIGATIONS.

**B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT; PROVIDED, THAT, THE FOREGOING LIMITATION SHALL NOT LIMIT CUSTOMER'S LIABILITY FOR CHARGES OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST, OR FOR TERMINATION CHARGES.**

**C. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS UNDER THIS AGREEMENT FOR ALL INDEMNIFICATION OF INTELLECTUAL PROPERTY CLAIMS UNDER SECTION 6(i) OF THESE GENERAL TERMS AND CONDITIONS EXCEED THE GREATER OF (I) ONE (1) MILLION DOLLARS (\$1,000,000) AND (II) THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE INTELLECTUAL PROPERTY CLAIM FIRST AROSE.**

## **5.2 Disclaimer of Warranties.**

**A. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED, AND/OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.** Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or SOW, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet Customer's

requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties. Customer acknowledges and agrees that the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property, or environment.

**B.** Notwithstanding anything to the contrary contained in the Agreement, in no event shall Comcast and its agents, suppliers, and licensors be liable for any loss, damage, or claim arising out of or related to: (1) content or data received or distributed by Customer or its users through the Services; (2) any act or omission of Customer, its users, or third parties not under the control of Comcast; (3) interoperability, interaction, or interconnection of the Services with applications, equipment, services, or networks provided by Customer or third parties not under the control of Comcast; or (4) loss or destruction of any Customer hardware, software, files, or data resulting from any virus or other harmful feature or from any attempt to remove it. Customer is solely responsible for backing up its data, files, and software prior to the installation of Service and at regular intervals thereafter.

**5.3 Exclusive Remedies.** Customer's sole and exclusive remedies are as expressly set forth in the Agreement. In those states where Customer's remedies cannot be so limited, the liability of Comcast is limited to the maximum extent permitted by law.

## **ARTICLE 6. INDEMNIFICATION**

**6.1 Comcast's Indemnification Obligations.** Subject to Sections 5.1(B) and 5.1(C) and any other limitations contained in the Agreement, Comcast shall indemnify, defend, and hold harmless Customer, its Affiliates and their respective employees, directors, officers, and agents from and against all damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of a claim or demand by a third party ("Claims") incurred as a result of (i) infringement of U.S. patent or copyright law based solely on Comcast Equipment or Licensed Software; provided, that, Comcast shall have no liability for any claim of infringement arising from: (a) Comcast's compliance with any designs, specifications, or instructions of Customer; (b) modification or alteration of the Licensed Software or Comcast Equipment by Customer or a third party without the prior knowledge and written approval of an authorized officer of Comcast; (c) use of the Licensed Software or Comcast Equipment in a way not authorized in writing by an authorized officer of Comcast; and/or (d) Customer's failure to use an updated version of the Licensed Software or Comcast Equipment which has been provided, or made available, to Customer and (ii) damage to tangible personal property or real property, and personal injuries (including death) to the extent caused by the gross negligence or willful misconduct of Comcast while working on the Service Locations. For purposes of this Article 6.1, any claims by any end-user of the Services shall not be included in the definition of Claims.

**6.2 Customer's Indemnification Obligations.** Subject to Section 5.1(B), Customer shall indemnify, defend, and hold harmless Comcast and its agents, suppliers, and licensors from any and all Claims arising on account of or in connection with Customer's and its users' use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service; (ii) libel, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer's combining or connection of Customer-Provided Equipment to use the Service; and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

**6.3 Indemnification Procedures.** To the extent a party may be entitled to indemnification under this Agreement (an "Indemnified Party"), such Indemnified Party shall (i) promptly notify the other party (the "Indemnifying Party") in writing of any pending or threatened Claim that gives rise to a right of indemnification (an "Action") and (ii) cooperate in every reasonable way to facilitate the defense or settlement of such Action. The Indemnifying Party shall assume the defense of any Action with counsel selected by the Indemnifying Party. The Indemnified Party may employ its own counsel in any such case and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any Action; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such Action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

#### **ARTICLE 7. CONFIDENTIAL INFORMATION AND PUBLICITY**

**7.1 Disclosure and Use.** All Confidential Information disclosed by either party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (A) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services, and rendering the Services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents designed to protect against unauthorized use or disclosure) or (B) as otherwise authorized by this Agreement. Each party's confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving party without a pre-existing restriction as to disclosure; (B) is or becomes publicly available without fault of the receiving party; (C) is rightfully obtained by the receiving party from a third party without restriction as to disclosure or is approved for release by written authorization of the disclosing party; or (D) is developed independently by the receiving party

without use of the disclosing party's Confidential Information. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using less than a reasonable degree of care. If either party is required to disclose Confidential Information pursuant to a judicial order or other compulsion of law, such party shall be permitted to make such disclosure provided that it: (a) limits the disclosure to only that information which is required to be disclosed by such order or legal requirement, (b) if permitted, provides the disclosing party with prompt notice of such order or legal requirement, and (c) reasonably assists the disclosing party in obtaining a protective order, if requested and at the disclosing party's expense.

**7.2 Publicity.** Neither party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer without the prior written consent of the other party; provided that this restriction will not prohibit Comcast from making internal announcements related to the completion and existence of the contractual relationship contemplated herein.

**7.3 Remedies.** Notwithstanding any other Article of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 7, including, but not limited to, injunctive relief.

#### **ARTICLE 8. PROHIBITED USES; COMCAST POLICIES**

**8.1 Prohibited Uses; Comcast Policies.** Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of the Comcast Acceptable Use Policy ("AUP") available on the Website; (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, or permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for the compliance of its users with the provisions of the Agreement. Customer acknowledges and agrees that use of the Services, including by Customer, its Affiliates, and any users, shall be subject to the AUP. Notwithstanding anything to the contrary contained in Section 4.3, Comcast reserves the right to act immediately and without notice to (a) terminate or suspend the Agreement and/or any Services if Comcast determines that such use or information is in violation of this Article 8.1 and such termination will constitute a termination for cause and (b) terminate or suspend the Services in the event of fraudulent use of the Services. Customer acknowledges and agrees that Comcast is not obligated to detect or report unauthorized or fraudulent use of the Services to Customer.

**8.2 Privacy Policy.** Comcast will comply with the Comcast Privacy Policy ("Privacy Policy") which is available at the Website. Comcast is not responsible for any information provided by Customer to third parties and Customer assumes

all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

**8.3 Prohibition on Resale.** Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof. For the avoidance of doubt, this prohibition includes Customer bundling the Services with any services or components of Customer that are then sold to end users of any kind.

**8.4 Monitoring.** Comcast shall have no obligation to monitor postings or transmissions made in connection with the Services, however, Customer acknowledges and agrees that Comcast and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this Agreement, and as otherwise required by law or government request. Comcast reserves the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in Comcast's sole discretion, is unacceptable, undesirable or in violation of this Agreement.

#### **ARTICLE 9. MISCELLANEOUS TERMS**

**9.1 Force Majeure.** Neither party nor its Affiliates shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cuts, acts of regulatory or governmental agencies, unforeseeable third party actions, or other causes beyond the party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business, or competitive condition shall not be considered force majeure events.

**9.2 Assignment or Transfer.** Customer shall not assign any right, obligation, or duty, in whole or in part, nor any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. Any assignment in violation of this provision shall be deemed null and void. All obligations and duties of either party hereunder shall be binding on all successors-in-interest and permitted assigns of such party.

**9.3 Notices.** Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by e-mail (confirmed by certified mail), or when delivered by overnight express or other express delivery service, in each case, to the following addresses (or to such other addresses as a party may designate by written notice to the other party): (i) with respect to Customer, to the address set forth on any Sales Order or the MSA Cover Page; or (ii) with respect to Comcast, to: Vice President of Sales Operations (Comcast Business), One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to

Legal\_Notices@comcast.com. Alternatively, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL: <https://business.comcast.com/landingpage/disconnect> (as the same may be updated by Comcast from time-to-time).

#### **9.4 Amendments; Changes to the Agreement.**

**A.** The Agreement may not be amended except by a written agreement executed by the parties; provided, that, notwithstanding the foregoing, Comcast may change or modify these General Terms and Conditions and the PSAs, and any related policies (including the AUP and Privacy Policy) from time to time ("Revisions") by posting such Revisions to the Website. The Revisions are effective upon posting to the Website. Customer will receive notice of any Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If, after such notice, Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revisions' impact on such Services, then Customer may terminate the impacted Service(s) without further obligation (including Termination Charges) to Comcast beyond the termination date. This shall be Customer's sole and exclusive remedy for any Revisions. Customer acknowledges and agrees that terms or conditions contained in any Customer purchase order or similar Customer order form (regardless of whether executed by Comcast), or restrictive endorsements or other statements on any Customer form of payment, shall be void and of no force or effect. Without limitation to the foregoing, if (i) Customer requires Comcast to execute a Customer purchase order or other Customer order form for a Service or as a condition to receiving payment for the same and (ii) Comcast executes such purchase order or Customer order form, Customer acknowledges and agrees that (1) Comcast's execution is solely for the purpose of assisting Customer in satisfying its internal procurement requirements and (2) any terms and conditions contained in such purchase order or Customer order form shall be null and void and of no force or effect.

**B.** The parties acknowledge that the respective rights and obligations of each party as set forth in this Agreement are based on applicable law and regulations as they exist on the date of the Agreement's execution. The parties agree that in the event of any legislative, regulatory, or judicial order, rule, or regulation, or decision in any arbitration or other dispute resolution proceeding, or other legal or regulatory action that materially affects the provisions of this Agreement or the economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the parties are unable to reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

**9.5 Tariffs.** Notwithstanding anything to the contrary in the Agreement, Comcast may be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency between the Agreement and applicable Sales Orders or SOWs on one hand, and the relevant tariffs on the other hand, the rates and other terms set forth in the Agreement and applicable Sales Orders or SOWs will be treated as individual case-basis arrangements to the maximum extent permitted by law. If Comcast voluntarily or involuntarily cancels or withdraws a tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to the Customer, the Customer may terminate the applicable Sales Order or SOW upon a minimum thirty (30) days' prior written notice to the other party, without further liability.

**9.6 Compliance with Laws.** Each of the Parties agrees to comply with all local, state and federal laws and regulations and ordinances applicable to such Party in the performance of its respective rights and obligations under this Agreement.

**9.7 Consent to Communications from Comcast.** Customer acknowledges and agrees that Comcast or third parties acting on Comcast's behalf may call or text Customer at any telephone number that Customer provides to Comcast or that Comcast issues to Customer, and may do so for any purpose relating to Customer's account and/or the Services to which Customer purchased. Customer expressly consents to receive such calls and texts and agree that these calls and texts are not unsolicited. Customer acknowledges and agrees that these calls and texts may entail the use of an automatic telephone dialing system and/or artificial or prerecorded messages. Customer may not opt-out of receiving certain communications pertaining to Customer's account, including but not limited to communications regarding emergencies, fraud or other violations of law, security issues, and harm caused to the Network. Message frequency depends on Customer's activity with the Services. Message and/or data rates may apply.

**9.8 Entire Understanding; Construction; Survival; Headings; No Waiver.** The Agreement supersedes all prior agreement between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof. In the event that any portion of the Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of the Agreement shall remain in full force and effect. The rights and obligations of either party that by their nature would continue beyond the termination or

expiration of the Agreement shall survive termination or expiration of the Agreement. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s). The Agreement may be executed in counterpart copies. Each party represents and warrants that the persons who executes the Agreement on its behalf are duly authorized to do so.

**9.9 Choice of Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware without regard to its conflict of laws principles. Any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in federal or state court located in Dover, Delaware and the parties hereby consent to personal jurisdiction and venue in such court. Both parties hereby waive any right to a trial by jury.

**9.10 No Third-Party Beneficiaries; Independent Contractors.** Except as otherwise specifically set forth herein, this Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party. Each party acknowledges and agrees that any interpretation of this Agreement may not be construed against a party by virtue of that party having drafted the provisions.

**9.11 Export Law and Regulation.** Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations. Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations and this Agreement.

**Contract for Pizza**

**25-0093**

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and **RaeLee Belle Inc DBA Dominos** (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 **Pizza** for the County Per **Bid #2520, Exhibit 1**.

**Standard of Performance.** Contractor agrees to perform the contract requirements in a manner consistent with the standard in the industry and to the satisfaction of the County.

**Purchase Order.** A Purchase Order must in place before commodities are delivered.

**Contractor Compensation.** Contractor shall be paid by the County within thirty (30) days of invoicing and delivery. The compensation to Contractor shall be calculated by: **Bid #2520, Exhibit 1**. Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

**Term.** The term of this agreement shall begin on **01/01/2024** and shall end on **06/30/2027**.

**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.** The 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.

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**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 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.

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

**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.

**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.

**Delivery.** The County requires delivery of all products to be FOB ("free on board") unless indicated otherwise. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold Contractor accountable. If delivery dates cannot be met, Contractor agrees to advise the County of the earliest possible shipping date for acceptance by the County. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the County. No such loss, injury, or destruction shall release Contractor from any obligations hereunder.

**Inspection.** Goods and material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

**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.** Contractors 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 Contractor and to the County 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 County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

**Uniform Commercial Code.** All applicable portions of the Tennessee Uniform Commercial Code shall govern contracts with the County.

**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/Supplier:

*Kimberly Black* 12/20/2024  
Signature Date

\_\_\_\_\_

Printed Name

Franchisee

Title

RaeLeeBelle Inc dba Dominos

Name of Company

117 S Main St

Address

Clinton, TN 37716

City, State Zip

Anderson County Government  
Administrative Approval:

Robert J. Holbrook, Finance Director      Date

Anderson County Department Head  
Approval:

Date

Approved as to Form

*James Brush Jr*  
Law Director

12-31-2024  
Date

## Anderson County Government

### Request for Bids

100 North Main Street, Suite 214  
Courthouse  
Clinton, Tennessee 37716  
(865) 457-6218 Office  
(865) 457-6252 Fax

[purchasing@andersoncountyttn.gov](mailto:purchasing@andersoncountyttn.gov)

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### Bid #2520

Date Issued: November 21, 2024

Bids will be received until  
2:30 p.m. Eastern Time on December 12, 2024

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Sealed bids are subject to the **General Terms and Conditions** of this bid, and any other data attached or incorporated by reference. Bids will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

ANDERSON COUNTY RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES  
IN OR TO REJECT ANY OR ALL BIDS AND TO ACCEPT THE BID DEEMED  
FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.

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Robert J. Holbrook, Director of Finance

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BID DESCRIPTION
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Bid for Pizza for School Nutrition.

Bidders are to provide one original and one copy.

**Bids must be in sealed envelopes with the Bid number clearly listed on the envelope.**

Questions are to be emailed to [purchasing@andersoncountyttn.gov](mailto:purchasing@andersoncountyttn.gov) and [kleehammer@andersoncountyttn.gov](mailto:kleehammer@andersoncountyttn.gov).

**ANDERSON COUNTY SCHOOLS  
CLINTON, TN 37716  
SCHOOL NUTRITION PROGRAM  
DELIVERED, FRESH PIZZA, READY TO EAT**

**GENERAL**

Attached are instructions and conditions for submitting a delivered, fresh pizza for ANDERSON COUNTY SCHOOLS IN CLINTON, TN 37716. Each participating school will receive at least one delivery a week on either Tuesday, Wednesday, or Thursday. The objective of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability. All food must be processed and packaged in accordance with local, State of Tennessee, and FDA regulations contained in the Sanitary Food Transportation Act of 1990.

**BID PERIOD**

The bid period begins 01/01/2025 AND ENDS 06/30/2027.

**VENDOR QUALIFICATION**

Potential bidders must meet the following criteria:

- Be able to provide a quality product as specified
- Offer reasonable pricing
- Provide dependable delivery of items ordered.
- Meet specifications and bid conditions. The product that is bid must meet all the product specifications such as sodium, calories, portion size, weight, meat and grain equivalents for the USDA and case weight.
- Demonstrate successful past performance.
- Minimum 3 (three) years experience supplying similar products/commodities and services to school districts similar in size to Anderson County.

**BID TABULATION**

Regardless of the procurement method used, price is the final determining factor for awarding the contract. If the price of the product plus delivery does not give significant savings over buying the product on the open market, Anderson County SNP (School Nutrition Program) may not award the bid or may re-bid or may shift quantities to a different product. Ultimately the price used to determine the bid award will be based on the price per serving that will meet the minimum USDA requirements for a meal component or item and the comparisons from vendor to vendor will be based on the approved equal serving cost. **All prices should be net after all rebates, delivery adjustments, and other item price adjustments are made. Anderson County School Nutrition Program wishes to pay a net invoice upon delivery without having to track any rebates or other price adjustments. The School Nutrition Program may ask for samples of food prior to award.**

Anderson County Purchasing Agent reserves the right to accept or reject any or all bids. The SNP director will tabulate the bid, recommend the winning bidder to the county purchasing agent, and the county purchasing agent will notify the bidders. The Anderson County School Board will approve the recommendation and the county attorney will sign the contract after receiving county commission approval. The purchase of products or services should commence after all this has been accomplished. Anderson County Purchasing will add their obligatory bid language. In the case of contradictory terms, the most stringent will apply.

**BID RENEWAL**

Anderson County SNP reserve(s) the right to add/or delete products during the contract period. Pricing for added products will be based on a comparison of pricing offered by the vendor to the pricing of the same item offered on the open market prior to adding an item to the contract listing. Other school systems, with vendor approval, may use this bid for purchase in their district. Additional schools within the district may be added to the bid with the permission of the vendor.

**BID PREPARATION**

Bidders must submit one price for each item on the bid product sheet. Each bidder should bid on all items listed in the bid document for pizzas. Anderson County SNP will recalculate usage and line extensions to make necessary conversions for differences in pack size. The bid award will be made on price per serving in relation to servings desired. The bottom line total will be adjusted if mathematical conversions and extensions indicate the need for correction. Delivery cost and all other costs of the pizza will be included in the one bid price per individual pizza. Total price, bottom line cost to School Nutrition will be the determining factor in the bid award.

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive. A copy of the Nutrition Facts label for each item and an ingredient statement must be included with the bid. A meat and grain formulation statement must also accompany the bid submission for each item.

Estimated usages are given for each item. The estimated usages do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Estimated usages are based on last year's purchases and are estimated for the bid period. For new/never used items' estimated usages, the amount is a projected number based on anticipated acceptance by students. Inclusion of items on bid does not guarantee purchase.

All columns of the bid document must be completed in ink or typewritten. The bottom line total (sum of extended prices) must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid. Mathematical calculations involving decimals must be carried to two (2) places.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, he/she shall at once send questions by email to [purchasing@andersoncountyttn.org](mailto:purchasing@andersoncountyttn.org).

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by the date due.

**ORDERING and DELIVERY**

- Delivery of products should be in one to four deliveries per serving day to the prospective schools. The school sites are listed later in the document, along with the number of deliveries. Pizza will not normally be ordered/delivered on Monday or Friday. Pizza will be in pizza boxes with the kind of pizza indicated on the front flap.
- All foods are to be delivered with no evidence of damage. The pizzas are to be cut in 8 even pieces, allowing service with a gloved hand where pieces will come apart with the use of only one hand. The vendor will transport the fully cooked pizzas in a sanitary manner, holding a serving temperature throughout transport and delivery at 160 degrees. The pizzas will be placed in dedicated warming/holding cabinets that have been cleared by school staff to enable the delivery person to load quickly. The vendor delivery person will be responsible for waiting while the SNP team member inspects and verifies each order for quantity and quality before leaving.
- Deliveries must be made between 5 and 10 minutes prior to service times. Pizza delivered late (after scheduled meal service has started), will not be paid for by School Nutrition. If the vendor

or the school needs to cancel delivery for a particular day, notice must be given before 9 am on that day. The vendor should make arrangements with another pizza store (same company) to deliver if the failure is the vendor's.

- Orders will originate from the school's cafeteria manager. The first order must be given no later than 9 am, and subsequent order adjustments must be made 2 hours or more before delivery on that day. If school is canceled or not in session, no delivery should be made, and it will be the vendor's responsibility to check school closure lists.
- If foreign objects are found in foods purchased from vendor and such objects result in injury or sickness to customers, vendor will be responsible for all claims resulting from this injury or sickness and the Board of Education and their employees will not be held responsible.
- Each school shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense and a credit memo issued.
- The successful bidder shall provide the name and telephone contact number of a company contact person, along with a delivery schedule that includes the delivery person's name and contact number.
- Food bids will provide products that have expiration dates and/or facility preparation coding that can readily identify the product for sanitation, safety, recall, and freshness measures. Ingredient labels, preferably Child Nutrition labels (CN), net weight, supplier information, and other nutritional information must be available on each food container. The item bid must meet or exceed the requirements for the School Lunch Program as far as meat/meat alternate, fruit/vegetable, grain and will be asked for on the solicitation for bid. The products can have no added trans fat.
- A signed delivery ticket must be obtained by the delivery person during each delivery.
- A signed delivery ticket must also be left with cafeteria personnel.

Reasons for product rejection may be any one of the following:

- Quality and student acceptability
- Serviceability of item (damage)
- Product does not meet bid specifications
- Product was not delivered before the scheduled service period began

#### **CONTRACT TERMINATION FOR CAUSE**

In the event the contract is terminated for due cause by the School District, the District shall have the option of awarding the contract to the next lowest bidder or bidding again. Poor quality product or late delivered product will be grounds to immediately suspend the contract until a more formal notification can be given.

#### **CONTRACT TERMINATION FOR CONVENIENCE**

The School District(s) may, by written notice to the vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School System(s). The School System(s) must give notice of termination to the Vendor at least thirty (30) days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

#### **INVOICES AND STATEMENTS**

All statements are to be issued to include and end with the cut-off date which will be the LAST DAY OF THE MONTH. Three (3) invoices must be furnished at the time of delivery. At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school must be mailed to the following address, Anderson County School Nutrition Program, 101 S. Main Street, Suite 470, Clinton, TN 37716 or emailed to [amvl@acs.ac](mailto:amvl@acs.ac) and [rowens1@acs.ac](mailto:rowens1@acs.ac). All schools serviced under this contract are tax exempt. A tax exempt certificate can be provided upon request.

**REGULATION COMPLIANCE**

- All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- A Certificate of Lobbying must be signed for all contracts over \$100,000.
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- Bidders must comply with the "Buy American" provision as outlined in Policy Memorandum 7 CFR Part 210.21(d)
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.
- Bidders must comply with the following Anderson County policy on Conflict of Interest and Anderson County Code of Conduct Procedures.
  - o Conflict of Interest:  
[https://tsbanet-my.sharepoint.com/:w/g/personal/policy\\_tsba\\_net/EcL1yudn6eRMtgzPNTciPAQBwrxYpAq5PQBLrplBPthRGA?time=vm-6v6AI3Ug](https://tsbanet-my.sharepoint.com/:w/g/personal/policy_tsba_net/EcL1yudn6eRMtgzPNTciPAQBwrxYpAq5PQBLrplBPthRGA?time=vm-6v6AI3Ug)
  - o Code of Conduct:  
<https://drive.google.com/file/d/1J8O0BDPTU4eykRRcXwZy-zV2aLNp1B4-/view>

**RECORDS**

All contractors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, or Comptroller General may have full access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

**PRICING AND ESCALATION OR MARKET PRICE INFORMATION ABOUT SPECIFIC BIDS**

If vendor requests a price increase, they must do so in writing 30 days prior and base the request on the most current Consumer Price Index, South Region:

[https://www.bls.gov/regions/southeast/news-release/2024/consumerpriceindex\\_south\\_20240213.htm#:~:text=Prices%20in%20the%20South%20up,Contacts%20Technical%20information](https://www.bls.gov/regions/southeast/news-release/2024/consumerpriceindex_south_20240213.htm#:~:text=Prices%20in%20the%20South%20up,Contacts%20Technical%20information)

All adjustments made to begin each new school year in July (no escalation first year).

**SANITATION & RECALLS**

All facilities used to procure, process, and hold the products shall adhere to all local, state, and federal regulations. A date stamp, item and facility code shall be clearly visible on the packaging in order to trace to point of origin in order to trace shipments and also to manage a food recall. At a minimum the following should be readily available from vendor:

1. product item code and description with name of vendor and product name/number clearly visible
2. shipping date(s)
3. all other packaging codes needed to identify the recalled products
4. how to isolate product and disposal protocols
5. how to document for reimbursement from vendor

The vendor should contact the current director of the School Nutrition Program, the Anderson County School Nutrition USDA manager, or the purchasing agent if they cannot make contact with the first two agents in order to begin the recall protocols.

**BID PACKAGE:**

- Solicitation
- USDA Statement
- Lobbying Form
- Debarment Form
- Item Specifications
- Item Bid Sheet for Pricing
- Additional Anderson County Purchasing Document

*Anderson County, TN, Government administers all aspects of procurement for the School Nutrition Program*

**U.S. Department of Agriculture Non Discrimination Statement follows:**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or
2. fax:  
(833) 256-1665 or (202) 690-7442; or
3. email:  
Program.Intake@usda.gov

This institution is an equal opportunity provider.

**CERTIFICATION REGARDING "BUY AMERICAN" REQUIREMENTS**

Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. There is a two-part test to define the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

**We require that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test above. If you are unable or unwilling to make such certification, we will not purchase from you.**

Two situations may warrant a waiver to permit purchases of foreign food products.

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product.

**Requested Waiver Items**

Product Description	Vendor Item #	Reason for Waiver Request	Approved

*\*use additional pages if needed*

**Note: Approved column is for the SNP purchaser to indicate if they will accept the non-American product or if they reject that item. The SNP will contact the vendor if item is rejected.**

**"We certify that our food products were manufactured in the United States and have at least 51% U.S. contents."**

Date 12/1/2024

Vendor Name Raelee Belle Inc DBA Dominos

Completed By 

**Bid Pricing Sheet Vendor—complete right 2 columns and total cost for estimated usage at bottom**

Vendor Racine Belle Inc DBA Dominos Date 12/1/2024

Item	Fully cooked pizza, ready to serve, delivered in box and cut into 8 equal slices, enriched flour crust. Each slice should provide the National School Lunch requirement of 2 meat/meat alternates and 2 grain servings and 1/8 red orange vegetable at a minimum.	Estimated Usage, whole pizzas for approximately 34 weeks.	Price per pizza	Extended price (usage times price)
1	14" Pizza, enriched flour hand tossed crust with reduced sodium, reduced fat pepperoni and light mozzarella cheese <500mg sodium and <300 calories per slice. Meets a 2 grain, 2 meat/meat alternate, 1/8 cup red orange vegetable National School Lunch meal pattern per slice	6000 for School Year	\$8.75	\$52,500
2	14" Pizza, enriched flour hand tossed crust with light mozzarella cheese <500mg sodium and 300 calories per slice made with light mozzarella cheese, <500mg sodium and <300 calories per slice. Meets a 2 grain, 2 meat/meat alternate, 1/8 cup red orange vegetable National School Lunch meal pattern per slice	500 for School Year	\$8.75	\$4,375.00
3	Gluten free pizza crust, with light mozzarella cheese with <500mg sodium and 300 calories per slice made with light mozzarella cheese, <500mg sodium and <300 calories per slice. Meets a 2 grain, 2 meat/meat alternate, 1/8 cup red orange vegetable National School Lunch meal pattern per slice	70 for School Year	\$8.99	\$629.30
4	Gluten free pizza crust, with reduced sodium, reduced fat pepperoni and light mozzarella cheese <500mg sodium and <300 calories per slice. Meets a 2 grain, 2 meat/meat alternate, 1/8 cup red orange vegetable National School Lunch meal pattern per slice	100 for School Year	\$8.99	\$899.00
	<b><u>NOTE CRUST IS ENRICHED FLOUR AND NOT WHOLE GRAIN</u></b>			
	<b><u>TOTAL BID PRICE</u></b>			\$58,403.30

**Delivery Point of Origin Form**School Calendar can be found at: [www.acs.ac](http://www.acs.ac)

<u>Cafeteria Location</u>	<u>Number of Deliveries on one day a week either Tuesday, Wednesday, or Thursday</u>	<u>Estimated Pizzas on Delivery Day</u>	<u>Store Location Providing Pizza, Address and Phone Number with contact name</u>
Anderson County High , 130 Maverick Circle, Clinton, TN 37716	1	May be added later	Clinton 117 S Main St Kim 720-355-4239
Clinton High School, 425 Dragon Drive, Clinton, TN 37716	1	May be added later	Clinton 117 S Main St Kim 720-355-4239
Clinton Middle, 110 N Hicks Street, Clinton, TN 37716	3	40	Clinton 117 S Main St Kim 720-355-4239
Norris Middle, 5 Norris Square, Norris, TN 37828	3	50	Clinton 117 S Main St Kim 720-355-4239
Lake City Middle, 1132 S Main Street, Lake City, TN 37769	3	30	Rocky Top 205 N Main St. Kim 720-355-4239
Norwood Middle, 655 Tri-County BLVD, Oliver Springs, TN 37840	2	15	Oak Ridge 1952 Oak Ridge TrnPk Kim 720-355-4239
Clinch River Community School , 160 Maverick Circle, Clinton, TN 37716	1	15	Clinton 117 S Main St Kim 720-355-4239



**STATE OF TENNESSEE**  
**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

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 who in turn will forward the certification(s) to the awarding agency.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000** *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

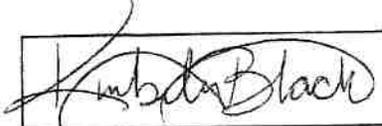
No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.

If any funds other than Federal 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

	12/01/2024
<b>Signature of Authorized Representative</b>	<b>Date</b>
Kimberly Black Franchisee	720 355 4239 k.black@rlb.pizza.pros.com
<b>Printed Name and Title</b>	<b>Phone Number / Email Address</b>

AD-1048

OMB No. 0505-0027  
 Expiration Date: 09/30/2025



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
 Lower Tier Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, 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 OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.*

**(Read instructions on page two before completing certification.)**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME <i>RaeLee Belle Inc DBA Domnos</i>	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) <i>Kimberly Black Franchisee</i>	
SIGNATURE <i>Kimberly Black</i>	DATE <i>12/01/2024</i>

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

**Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Attachment 1**  
**BID NUMBER: 2520 – Pizza**

**SECTION 1 - BID INFORMATION**

Acknowledgment of Addenda (if any):  
 (Write "Yes" if received)

Addenda 1 \_\_\_\_\_ Addenda 2 \_\_\_\_\_  
 Addenda 3 \_\_\_\_\_ Addenda 4 \_\_\_\_\_

**SECTION 2 - VENDOR INFORMATION**

Rae Lee Bello Inc DBA Dominos  
 Vendor Name

117 S. Main St  
 Vendor Address

Clinton  
 City

Tennessee 37716 ~~37716~~ KS  
 State Zip

Telephone Number 720-355-4239

Kimberly Black  
 Lead Contact Person (Please Print)

k.black@rlbpizza.com  
 E-Mail Address

Taxpayer Identification Number, Social Security or  
 Employer Identification Number:

92-3913172

State of Tennessee Business License Number:  
 License # 001521902

**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:**

Kimberly Black

(Please sign original in blue ink)

Attachment 2

**Non-Collusion Affidavit**

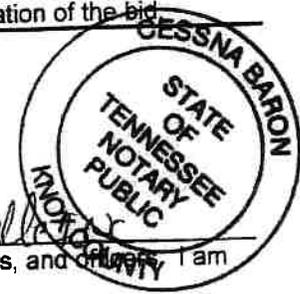
- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain 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 TN

COUNTY OF Knox

I state that I am (Title) Franchisee of (Name of My Firm) Raeleo Bello Inc and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and employees. 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) \_\_\_\_\_, 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) Raeleo Bello INC 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.

Kendall Black  
Representative's Signature

Franchisee  
Title

Sworn to and subscribed before me this 3<sup>rd</sup> day of December, 2014

CBan  
Notary Public

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.  **Workers Compensation Employers Liability** Statutory limits  
100,000/100,000/500,000
- 2.  **Commercial General Liability** \$500,000 per occurrence  
\$1,000,000 aggregate
  - Occurrence Form Only
  - Include Premises Liability
  - Include Contractual
  - Include XCU
  - Include Products and Completed Operations
  - Include Personal Injury
  - Include Independent Contractors
  - Include Vendors Liability
  - Include Professional or E&O Liability
- 3.  **Business Auto**
  - Include Garage Liability
  - Include Garage Keepers Liability
  - Copy of Valid Driver's License
  - Copy of Current Motor Vehicle Record
  - Copy of Current Auto Liability Declarations Page
- 4.  **Crime Coverages**
  - Employee Dishonesty
  - Employee Dishonesty Bond
- 5.  **Property Coverages**
  - Builders Risk
  - Inland Marine
  - 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.

Raelee Bello Inc DBA Dominos  
Vendor Name

Kimberly Black  
Authorized Signature

Kimberly Black  
Bid Representative Name (Please Print)

12/01/2024  
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) 12/01/2024 \_\_\_\_\_  
Date

RaeLee Belle Inc DBA Dominos \_\_\_\_\_  
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** 2520

**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)

Address

RacineBello Inc DBA Dominos

2214 Hickory Crest LN

City, State, Zip Code

Telephone Number

Knoxville TN 37932

(730) 355-4239

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

*Kimberly Black*

Title Franchisee

Printed Name:

Kimberly Black  
(Please Print Clearly)

Date

12/01/2024

(Month, Day, Year)

**INTERNAL OFFICE USE ONLY**

Notes

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Domino's Pizza LLC  
 30 Frank Lloyd Wright Dr.  
 P.O. Box 997  
 Ann Arbor, MI 48106-0997

**(11112) 14" Hand Tossed (18.2 oz.) RF/ RS Pepperoni Pizza - 8 Cut**

Number of Servings: 8 (142.81 g per serving)  
 Weight: 1142.49 g

Amount	Measure	Ingredient	Comments
0.10	oz	Corn Meal:	
18.20	oz	Dough, Hand-Tossed:SCREEN	2.25 Grains
6.00	oz	Sauce, Pizza RTU-WCS:X	1/8 Fruit/ Veggie Alternate
14.00	oz	Cheese, Lite Mozzarella:	1.75 Meat/ Meat Alternate
2.00	oz	Pepperoni, Reduced Fat & Sodium:	0.25 Meat/ Meat Alternate

Nutrition Facts	
8 servings per container	
Serving size	1 (143g)
Amount per serving	
<b>Calories</b>	<b>290</b>
% Daily Value*	
Total Fat 10g	13%
Saturated Fat 4g	20%
Trans Fat 0g	
Cholesterol 20mg	7%
Sodium 520mg	23%
Total Carbohydrate 33g	12%
Dietary Fiber 1g	4%
Total Sugars 3g	
Includes 1g Added Sugars	2%
<b>Protein 21g</b>	
Vitamin D 0mcg	0%
Calcium 479mg	35%
Iron 2mg	10%
Potassium 434mg	10%
*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.	
Calories per gram: Fat 9 • Carbohydrate 4 • Protein 4	

Allergens: Contains Milk, Soy, Wheat.

**Ingredients:** Hand-Tossed Crust: (Enriched Flour (Wheat Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Water, Soybean Oil, Sugar, Salt, Whey, Maltodextrin, Dextrose, Dough Conditioners (Sodium Stearoyl, Lactylate, Enzyme, Calcium Sulfate, Ascorbic Acid, Calcium Phosphate, L-Cysteine), Yeast), Lite Mozzarella Cheese Lite Mozzarella Cheese (Pasteurized Skim Milk, Salt, Cheese Cultures, Enzymes), Nonfat Milk, Modified Food Starch\*, Vegetable Oil\* (Applied to Surface), Potassium Chloride\*, Flavor\*, Sodium Citrate\*, Sodium Propionate (Added As A Preservative), Vitamin A Palmitate. \* Ingredients not in Regular Mozzarella Cheese., Pizza Sauce Tomato Puree (Water, Tomato Paste), Sugar, Salt, Spices, Garlic, Soybean Oil, and Citric Acid, School Lunch Pepperoni, RF/RS Pork, Beef, Water, \*Textured Vegetable Protein Product [Soy Protein Concentrate, Zinc Oxide, Niacinamide, Ferrous Sulfate, Copper Gluconate, Vitamin A Palmitate, Calcium Pantothenate, Thiamine Mononitrate (B1), Pyridoxine Hydrochloride (B6), Riboflavin (B2), Cyanocobalamin (B12)], Salt, Contains 2% or Less of the following: Spices, Dextrose, Lactic Acid Starter Culture, Oleoresin of Paprika, Flavorings, Sodium Nitrite, Citric Acid. \*Ingredient not found in regular pepperoni., Corn Meal Yellow Corn, Niacin, Iron, Thiamin, Riboflavin, Folic Acid.

**Notes:**

The pizza listed above, when made with approved Domino's ingredients, will provide the nutritional composition as indicated. Information may vary slightly depending on location and supplier base.

Domino's Pizza - Quality Assurance



## PRODUCT FORMULATION STATEMENT: GRAINS/BREADS

Product Name: 14" Hand Tossed (18.2 oz.) RF/ RS Pepperoni Pizza -8 Cut

Code No: 11112

Case Weight and Pack/Count: 1 Pizza = 8 Slices

Total weight (grams or ounces) of one ready to eat serving of product: 1 slice = 142.81 gr= 5.04 oz

List the exact types and weights of each enriched and/or whole grain meal, flour, bran or germ per product serving:

Domino's Hand-tossed crust contains 39.34 g of creditable Grain ingredient per serving.

Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G, Group H or Group I. (Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16grams creditable grain per oz eq; Group H uses the standard of 28grams creditable grain per oz eq; and Group I is reported by volume or weight.)

Indicate to which Exhibit A Group (A-I) the Product Belongs: B

I certify that the above information is true and correct and that one (specify serving weight) 5.04 oz/ 142.81 g ready to eat serving of the specified product contains 2.25 serving(s) of Grains/Breads\* for the USDA Child Nutrition Programs.

SIGNATURE

James Zimmer  
PRINTED NAME

PHONE  
NUMBER:

800-810-6633

Brand Manager- Smart Slice  
TITLE

10/8/2019  
DATE



**PRODUCT FORMULATION STATEMENT: MEAT/MA**

Product Name: 14" Hand Tossed (18.2 oz.) RF/ RS Pepperoni Pizza- 8 Cut Code No: 11112  
 Manufacturer: Domino's Pizza LLC Case/Pack/Count/Portion/Size: 1 pizza/ 8 slices per pizza/ 5.04 oz. per slice

**I. Meat/Meat Alternate**

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide	Ounces per Raw Portion of Creditable Ingredient	Multiply	Food Buying Guide Yield	Creditable Amount*
Cheese, Lite Mozzarella	1.75	X	1	1.75
Pepperoni, RF/ RS	0.25	X	1	0.25
<b>A. Total Creditable Amount<sup>1</sup></b>				<b>2.00</b>

\*Creditable Amount – Multiply ounces per raw portion of creditable ingredient by the Food Buying Guide yield.

Total weight (per portion) of product as purchased 5.04 oz. / 142.81 g

Total creditable amount of product (per portion) 2.00 oz.

(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 5.04 ounce serving of the above product (ready for serving) contains 2.00 ounces of equivalent meat/meat alternate when prepared according to directions.

SIGNATURE

Brand Manager- Smart Slice  
TITLE

James Zimmer  
PRINTED NAME

10/8/2019  
DATE

PHONE NUMBER: 800-810-6633



Domino's Pizza LLC  
 30 Frank Lloyd Wright Dr.  
 P.O. Box 997  
 Ann Arbor, MI 48106-0997

**(12317) 14" Hand Tossed (18.2 oz.) LM Cheese Pizza - 8 Cut**

Number of Servings: 8 (142.81 g per serving)  
 Weight: 1142.49 g

Amount	Measure	Ingredient	Comments
0.10	oz	Corn Meal:	
18.20	oz	Dough, Hand-Tossed:SCREEN	2.25 Grains
6.00	oz	Sauce, Pizza RTU-WCS:X	1/8 Fruit/ Veggie Alternate
16.00	oz	Cheese, Lite Mozzarella:	2.00 Meat/ Meat Alternate

**Nutrition Facts**

8 servings per container  
**Serving size 1 (143g)**

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**Amount per serving**  
**Calories 270**

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	% Daily Value*
<b>Total Fat</b> 8g	<b>10%</b>
Saturated Fat 3.5g	<b>18%</b>
Trans Fat 0g	
<b>Cholesterol</b> 15mg	<b>5%</b>
<b>Sodium</b> 490mg	<b>21%</b>
<b>Total Carbohydrate</b> 33g	<b>12%</b>
Dietary Fiber 1g	<b>4%</b>
Total Sugars 3g	
Includes 1g Added Sugars	<b>2%</b>
<b>Protein</b> 21g	
<b>Vitamin D</b> 0mcg	<b>0%</b>
<b>Calcium</b> 539mg	<b>40%</b>
<b>Iron</b> 2mg	<b>10%</b>
<b>Potassium</b> 319mg	<b>6%</b>

\*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Calories per gram:  
 Fat 9 • Carbohydrate 4 • Protein 4

**Allergens:** Contains Milk, Soy, Wheat.

**Ingredients:** Hand-Tossed Crust: (Enriched Flour (Wheat Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Water, Soybean Oil, Sugar, Salt, Whey, Maltodextrin, Dextrose, Dough Conditioners (Sodium Stearoyl, Lactylate, Enzyme, Calcium Sulfate, Ascorbic Acid, Calcium Phosphate, L-Cysteine), Yeast), Lite Mozzarella Cheese Lite Mozzarella Cheese (Pasteurized Skim Milk, Salt, Cheese Cultures, Enzymes), Nonfat Milk, Modified Food Starch\*, Vegetable Oil\* (Applied to Surface), Potassium Chloride\*, Flavor\*, Sodium Citrate\*, Sodium Propionate (Added As A Preservative), Vitamin A Palmitate. \* Ingredients not in Regular Mozzarella Cheese., Pizza Sauce Tomato Puree (Water, Tomato Paste), Sugar, Salt, Spices, Garlic, Soybean Oil, and Citric Acid, Corn Meal Yellow Corn, Niacin, Iron, Thiamin, Riboflavin, Folic Acid.

**Notes:**

The pizza listed above, when made with approved Domino's ingredients, will provide the nutritional composition as indicated. Information may vary slightly depending on location and supplier base.

Domino's Pizza - Quality Assurance



## PRODUCT FORMULATION STATEMENT: GRAINS/BREADS

Product Name: 14" Hand Tossed (18.2 oz) LM Cheese Pizza –8 Cut

Code No: 12317

Case Weight and Pack/Count: 1 Pizza = 8 Slices

Total weight (grams or ounces) of one ready to eat serving of product: 1 slice = 142.81 gr= 5.04 oz

List the exact types and weights of each enriched and/or whole grain meal, flour, bran or germ per product serving:

Domino's Hand-tossed crust contains 39.34 g of creditable Grain ingredient per serving.

Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G, Group H or Group I. (Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16grams creditable grain per oz eq; Group H uses the standard of 28grams creditable grain per oz eq; and Group I is reported by volume or weight.)

Indicate to which Exhibit A Group (A-I) the Product Belongs: B

I certify that the above information is true and correct and that one (specify serving weight) 5.04 oz/ 142.81 g ready to eat serving of the specified product contains 2.25 serving(s) of Grains/Breads\* for the USDA Child Nutrition Programs.

SIGNATURE

Brand Manager- Smart Slice  
TITLE

James Zimmer  
PRINTED NAME

10/8/2019  
DATE

PHONE  
NUMBER:

800-810-6633



**PRODUCT FORMULATION STATEMENT: MEAT/MA**

Product Name: 14" Hand Tossed (18.2 oz.) LM Cheese Pizza- 8 Cut Code No: 12317  
 Manufacturer: Domino's Pizza LLC Case/Pack/Count/Portion/Size: 1 pizza/ 8 slices per pizza/ 5.04 oz. per slice

**I. Meat/Meat Alternate**

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide	Ounces per Raw Portion of Creditable Ingredient	Multiply	Food Buying Guide Yield	Creditable Amount*
Cheese, Lite Mozzarella	2.00	X	1	2.00
<b>A. Total Creditable Amount'</b>				2.00

\*Creditable Amount – Multiply ounces per raw portion of creditable ingredient by the Food Buying Guide yield.

Total weight (per portion) of product as purchased 5.04 oz. / 142.81 g

Total creditable amount of product (per portion) 2.00 oz.

(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 5.04 ounce serving of the above product (ready for serving) contains 2.00 ounces of equivalent meat/meat alternate when prepared according to directions.

  
 SIGNATURE Brand Manager- Smart Slice  
 TITLE

James Zimmer  
 PRINTED NAME 10/8/2019  
 DATE

PHONE NUMBER: 800-810-6633

23-0088 A1

**AMENDMENT 1  
ANDERSON COUNTY GOVERNMENT**

This Grant Contract Amendment is made and entered 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." It is Mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

Amendment Section(s) —

1. Grant Contract Attachment 2 is deleted in its entirety and replaced with the new attachment 2 attached hereto.
2. Grant Contract Attachment 5 is deleted in its entirety and replaced with the new attachment 5 attached hereto.
3. Grant Contract Attachment 10 is deleted in its entirety and replaced with the new attachment 10 attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**Anderson County Government:**

\_\_\_\_\_  
**GRANTEE SIGNATURE**

\_\_\_\_\_  
**DATE**

TERRY FRANK, COUNTY MAYOR

\_\_\_\_\_  
**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**Department of Health:**

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

\_\_\_\_\_  
**DATE**

**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	March 3, 2021
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.	21.027 - Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
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	\$ 349,000.00
Total amount of federal funds obligated to the subrecipient	\$ 349,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$ 711,897,713.00
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%

## REPORTING TEMPLATE

### **Introduction**

Reporting Template has three parts:

- Schedule A,
- Schedule B, and
- Schedule C which are Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report.

Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report including Schedule A-1 and Schedule B-1 must be submitted in the same format/the same column heading each quarter. The final Report (definition can be found in grant contract agreement) must be approved by the contracting state agency.

### **Schedule Headings**

At the top of each schedule, the name of the reporting contractor/grantee and the period covered by the report need to be entered. The period of the report should always be the most recent quarter ended and report programs in the same sequence as the previous quarter.

### **Column Headings**

For each program for Schedule A and B, Contracting State Agency, Program Name, Assistance Listing Number/Program Number, Edison Contract Number, and Grant/Contract Term should be entered. These can be found in the grant contract agreement.

- The Contracting State Agency is for the state agency who awards the grant and initiates the contract agreement.
- The Program Name is the title to describe the program or the title that corresponds to the Federal Assistance Listing number.
- The Assistance Listing Number/Program Name is a number assigned to identify the Federal Assistance Listings under which the subaward was made by the contracting State agency.
- The Edison contract number is the number assigned by the contracting state agency and should include the amendment number, if any. This can be found in the grant contract agreement.
- The grant/contract term is the beginning and ending dates of the grant/contract. This can be found in the grant contract agreement.

### **Program Columns**

Program expense columns (Quarter-To-Date and Year-To-Date) are for reporting direct program expenses. Direct program expenses that benefit more than one program (i.e., allocable-direct costs) may be allocated to the benefitted programs within the expense categories. The cognizant state agency should approve the method used for cost allocations and the contacting state agency should abide by the cost allocation approved by the cognizant state agency.

The Quarter-To-Date column can be used to capture all expenses for the specific quarter. For example, the expenses for the 2nd quarter (from 10/1/22 to 12/31/2022) can be entered in this column.

All accumulated expenses for each program can be entered in Year-To-Date column. For example, if a grantee/organization has entered the expenses for the 2nd quarter in Quarter-To-Date column, all accumulated expenses for the 1st quarter and the 2nd quarter should be entered in Year-To-Date column.

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

E-mail completed files to: [policy2013\\_007.amo.health@tn.gov](mailto:policy2013_007.amo.health@tn.gov)

or Mailing Address:

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### **QUESTIONS:**

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# PROGRAM EXPENSE REPORT (PER) SCHEDULE A

## Purpose/Scope

The Program Expense Report (PER Schedule A) contains expenses by the detailed line items and then summarizes by subtotals or total. This schedule can be used for any grants received from a state agency or multiple state agencies.

These expenses include direct and allocated direct program expenses in each line item. Per 2 CFR Part 200.413, direct costs are those costs that can be identified specifically with a particular final cost objective, such as a grant, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Per 2 CFR Part 200.405, allocable direct costs are those that benefit more than one program, but do not fall under the criteria of indirect costs.

Except for depreciation, every expense 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 1 of this instructions). If more than two programs (e.g., four programs), complete multiple Schedule As to report all four program expenses.

## Instruction for Expenses by Object Line-Items

### Line 1                      Salaries and Wages

Enter the amount of compensation, fees, salaries, bonuses, severance payments, and wages paid to program directors, program managers/staffs, and employees.

References:

2 CFR Part 200.430

Form 990 Part IX line 5, 7

### Line 2                      Employee Benefits & Payroll Taxes

Enter (a) the grantee's/organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the grantee's/organization's portion of payroll taxes such as social security, Medicare taxes, and unemployment and workers' compensation insurance.

References:

2 CFR Part 200.431

Form 990 Part IX lines 8, 9, 10

### Line 3                      Total Personnel Expenses

Add lines 1 Salaries and Wages and 2 Employee Benefits & Payroll Taxes.

### Line 4                      Professional Fees

Enter the costs/fees of professionals, consultants, and personal-service contractors who are not officers or employees of the grantee/organization. These include legal, accounting, and auditing fees.

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References:

2 CFR Part 200.459  
Form 990 Part IX line 11

Line 5                      Supplies

Enter the grantee's/organization's expenses for office supplies, housekeeping supplies, and other supplies.

References:

2 CFR Part 200.453  
Form 990 Part IX line 13

Line 6                      Telecommunication

Enter the grantee's/organization's expenses for telephone, cellular phones, beepers, telegram, FAX, telephone equipment maintenance, internet, cloud servers, and other related expenses.

References:

2 CFR Part 200.471  
Form 990 Part IX line 13

Line 7                      Postage and Shipping

Enter the grantee's/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.

References:

2 CFR Part 200.474  
Form 990 Part IX line 13

Line 8                      Occupancy

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

References:

2 CFR Part 200.465  
Form 990 Part IX line 16

Line 9                      Equipment Rental and Maintenance

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

References:

2 CFR Part 200.452  
Form 990 Part IX line 13

Line 10                      Printing and Publications

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Enter the grantee's/organization's expenses for producing printed materials, purchasing books and publications, buying subscriptions to publications, publication costs for electronic and print media, and page charges for professional journal publications.

References:

2 CFR Part 200.461  
Form 990 Part IX line 13

Line 11                      Travel

Enter the grantee's/organization's expenses for airfare, transportation, meals and lodging, subsistence, and related items incurred by employees on official business of the organization. These costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, consistent with those normally allowed in like circumstances in the organization's non-federal/state-funded activities and in accordance with organization's written travel reimbursement policies. 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.

If an organization does not have the written travel reimbursement policies, they may use the State Travel policy which is:

F&A Policy 08 Comprehensive State Travel Regulations.

References:

2 CFR Part 200.475  
Form 990 Part IX line 17

Line 12                      Conference and Meetings

Enter the grantee's/organization's expenses for conducting or attending meetings, conferences, seminars, retreats, and conventions including registration fees. When host of conference, include rental of facilities, speakers' fees and expenses, costs of meals and refreshment (food and beverages), and printed materials for the conference.

References:

2 CFR Part 200.432  
Form 990 Part IX line 19

Line 13                      Interest

Enter the interest expense for the business related loans and interest costs that are related to capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

References:

2 CFR Part 200.449  
Form 990 Part IX line 20

Line 14                      Insurance

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

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References:

2 CFR Part 200.447  
Form 990 Part IX line 23

Line 15                      Grants and Awards

Enter the grantee's/organization's awards, grants, subsidies, and other pass-through expenditures to other organizations. Include allocations to affiliated organizations. Include in-kind grants to other organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients. These expenses will not include when calculating Administrative Expense in line 22.

References:

2 CFR Part 200.1  
Form 990 Part IX line 1

Line 16                      Specific Assistance to Individuals

Enter the grantee's/organization's direct payment for 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, scholarships, fellowships, stipends, research grants, wage supplements, and similar payments.

References:

2 CFR Part 200.456  
Form 990 Part IX line 2

Line 17                      Depreciation

Enter the expenses the grantee's/organization's records for depreciation (the method for allocating the cost of fixed assets to periods benefitting from asset use) of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

References:

2 CFR Part 200.436  
Form 990 Part IX line 22

Line 18                      Other Nonpersonnel Expenses

Enter the grantee's/organization's allowable expenses for Advertising, Information Technology, Bad Debts, Contingency Provisions, Fines and Penalties, Independent Research and Development, Organization Costs, Rearrangement and Alteration, Recruiting, and Taxes. Include the Organization's and Employees' Membership Dues in Associations and Professional Societies. Include other fees for the Organization's Licenses, Permits, and Registrations, etc.

NOTE: Expenses reportable on lines 1 through 17 should not be reported as 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 in the grant contract agreement.

a) Advertising:

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Enter expenses paid for advertising. Include amounts for print and electronic media advertising. Also include internet site link costs, signage costs, and advertising costs for the organization's in-house fundraising campaigns.

References:

2 CFR Part 200.421

Form 990 Part IX line 12

b) Information Technology:

Enter expenses for information technology, including hardware, software, and support services such as maintenance, help desk, and other technical support services. Also include expenses for infrastructure support, such as website design and operations, virus protection and other information security programs and services to keep the organization's website operational and secured against unauthorized and unwarranted intrusions, and other information technology contractor services.

References:

2 CFR Part 200.1

Form 990 Part IX line 14

c) Bad Debts:

Enter expense amounts for losses (whether actual or estimated) arising from uncollectable accounts and other claims, related collection costs, and related legal costs.

References:

2 CFR Part 200.426

Form 990 Part IX line 24

d) Contingency Provisions:

Enter expense amounts for contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.

References:

2 CFR Part 200.433

Form 990 Part IX line 24

e) Fines and Penalties:

Enter costs of fines and penalties resulting from violations of, or failure of the organization to comply with Federal, State, and local laws and regulations except when incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency.

References:

2 CFR Part 200.441

Form 990 Part IX line 24

f) Independent Research and Development:

Enter the expenses of all research activities, including the training of individuals in research techniques.

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References:

2 CFR Part 200.1

Form 990 Part IX line 24

g) Organization Costs:

Enter expenses such as incorporation fees, brokers' fees, fees to promoters, and organizers.

References:

2 CFR Part 200.455

Form 990 Part IX line 24

h) Rearrangement and Alteration:

Enter expenses incurred for ordinary or normal rearrangement and alteration of facilities. Include the expenses incurred in the restoration or rehabilitation of the organization's facilities.

References:

2 CFR Part 200.462

Form 990 Part IX line 24

i) Recruiting:

Enter expenses for recruiting staff and maintaining workload requirements, costs of "help wanted" advertising, operating costs of an employment office necessary to secure and maintain an adequate staff, costs of operating an aptitude and educational testing program and relocation costs incurred incident to recruitment of new employees.

References:

2 CFR Part 200.463

Form 990 Part IX line 24

j) Taxes:

Enter expenses for payment of taxes to the local government or state.

References:

2 CFR Part 200.470

Form 990 Part IX line 24

k) Organization's and Employee's Membership Dues in Associations and Professional Societies:

Enter expenses of the organization's membership or subscriptions in business, technical, and professional organizations.

References:

2 CFR Part 200.454

Form 990 Part IX line 24

Line 19

Total Nonpersonnel Expenses

Add lines 4 Professional Fees through 18 Other Non-personnel Expenses.

Line 20

Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets.

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References:

2 CFR Part 200.439

Form 990 Par X line 10a or Schedule D Part VI

Line 21                      Total Direct Program Expenses

Add Line 3 Total Personnel Expenses, and Line 19 Total Non-personnel Expenses, and Line 20 Reimbursable Capital Purchases. These expenses are the summary of the direct and allocated direct program expenses that entered in Line 1 Salaries and Wages through Line 20 Reimbursable Capital Purchases.

Reference:

2 CFR Part 200.405

2 CFR Part 200.413

Form 990 Part IX, column B

Line 22                      Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency. Pass-through funds (Line 15 Grants and Awards) are not included when computing administrative expenses.

References:

2 CFR Part 200.414

Form 990 Part IX, Column C

Line 23                      Total Direct Program and Administrative Expenses

Line 23 is the total of Line 21 Total Direct Program Expenses and Line 22 Administrative Expenses. Total Direct Program and Administrative Expenses (Line 23) Year To Date (if quarter end 3/31/2023) should agree with Total of YTD (Year To Date) Actual Expenditures Through 3/31/2023 (Column E) of the Invoice for Reimbursement.

Line 24                      In-Kind Expenses

In-kind Expenses is for reporting the value of contributed resources (non-cash) 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.

References:

2 CFR Part 200.434

Form 990 Part XI line 6

Line 25                      Total Program Expenses

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

## **PROGRAM EXPENSE REPORT (PER) SCHEDULE A-Q1-Q4**

### **Purpose/Scope**

This template tracks expenses for all the quarters and summarizes in the Year-To-Date column. The Year-To-Date column can be linked to Year-To-Date column of the Schedule A.

Additionally, this schedule provides the Grant Budget Amount (from grant contract agreement) column and the Over/(Under) Budget Amount column which compares cumulative Year-To-Date expenses to Grant Budget Amount.

### **Instruction for Expenses by Object Line-Items**

The instructions for expense line items are the same as Schedule A.

## **PROGRAM REVENUE REPORT AND RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES SCHEDULE B**

### **Purpose/Scope**

Program Revenue Report (PRR) and Reconciliation Between Total and Reimbursable Expenses, Schedule B, are intended to capture all revenue by the detailed source and reconcile total program expenses and reimbursable expenses. Each revenue column should match up with the Edison Contract Number and the Program Name from Schedule A and align with its corresponding expense column from the Schedule A. The Reconciliation of Total Program Expenses And Reimbursable Expenses, at the bottom of Schedule B, should be completed to show how Total Program Expenses (Line 51 of Schedule B or Line 25 of Schedule A) reconciles to the amount to be reimbursed.

If multiple programs exist, additional copies of the Schedule B can be used to enter all Program Revenue and Reconciliation Between Total and Reimbursable Expenses.

Additional supplemental schedules showing the Sources of Revenue in the aggregations may be attached, if needed. The contracting state agency may provide more guidance in the grant contract agreement.

### **Instruction for Sources of Revenue**

#### **• Reimbursable Program Funds**

##### **Line 31                      Reimbursable Federal Program Funds**

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the Federal program funds.

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Reference:  
Form 990 Part VIII 1e

Line 32                      Reimbursable State Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the state program funds.

Reference:  
Form 990 Part VIII 1e

Line 33                      Total Reimbursable Program Funds

Add Line 31 Reimbursable Federal Program Funds and Line 32 Reimbursable State Program Funds.

• Matching Revenue Funds

Note: matching requirements can be found in the grants contact agreement for the grants received from the contracting state agency.

Line 34                      Other Federal Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other Federal fund sources.

Reference:  
Form 990 Part VIII 1e

Line 35                      Other State Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other State fund source.

Reference:  
Form 990 Part VIII 1e

Line 36                      Other Government Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other government fund source.

Reference:  
Form 990 Part VIII 1e

Line 37                      Cash Contributions (Nongovernment)

Enter the matching portion (the grantee portion) of the cash contributions that were received from corporations, foundations, trusts, and individuals, United Ways, other not-for-profit organizations, and affiliated organizations. This is only applicable when the grantee has received contributions from above donors for this program and this is included as expense line-items of the Schedule A.

References:  
Form 990 Part VIII 1f

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

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Enter the matching portion (the grantee portion) of the direct and administrative in-kind contributions.

Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward program purposes.

References:

Form 990 Part VIII line 1f and Part XI line 6

Line 39                      Program Income

Enter the matching portion (the grantee portion) of program income. For example, income from fees for services performed.

Reference:

Form 990 Part VIII line 2a to 2f

Line 40                      Other Matching Revenue

Enter the matching portion of other revenues that are not included in lines 34 through 39.

References:

Form 990 Part VIII 3 through 11e

Line 41                      Total Matching Revenue Funds

Add lines 34 through 40.

Line 42                      Other Program Funds

Enter any other program revenues that are funded by the contracting state agency but are not reported as matching revenue funds on Line 41 Total Matching Revenue Funds. Example of this can be in-kind expenses (Line 24 of Schedule A), if any.

References:

Form 990 Part VIII 1a through 11e

Line 43                      Total Revenue

Add lines 33, 41, and 42.

References:

Form 990 Part VIII 12

## Instruction for Reconciliation Between Total and Reimbursable Expenses

Line 51                      Total Program Expenses

This line is brought forward from Line 25 Total Program Expenses on Schedule A.

Line 52                      Other Unallowable Expenses

Enter amount for Other Unallowable Expenses here. Some program expenses may not be reimbursable under certain grants. Example of this can be the in-kind expenses which is non-cash item. This will vary according to the contracting state agency and the type of grant or contract. Consult with the contracting state agency that funds the program for additional guidelines.

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Line 53                      Excess Administration

This line may be used to deduct allocated Administration and General expenses (indirect costs) in excess of the allowable percentage specified in the grant contract agreement or the indirect cost rate that is approved by the cognizant State agency. This line may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Consult with the contracting state agency that funds the program for additional guidelines.

Line 54                      Matching Expenses

Total program expenses should be deducted from matching (cost sharing) expenses required by the program compliance. This portion can be specified as an amount or percentage to match the federal award. Program income (e.g., user fees or rental of real property) can be deducted from matching portion.

Line 55                      Reimbursable Expense (Line 51 Less Lines 52, 53, And 54)

This should equal the amount the contracting state agency has already paid for the quarter's operations of the program. The cumulative Year-To-Date column is what the grantor has actually paid to date if the organization has submitted the invoice and reimbursed monthly.

Line 56                      Total Reimbursement To Date

The Quarter-to-Date column is the total amounts received for this quarter from filing of Invoices for Reimbursement (usually monthly). The cumulative Year-to-Date column amount is the total amount received for the grant program.

Line 57                      Difference (Line 55 minus Line 56)

This is the portion of Reimbursable Expenses that are not paid yet. If a grantee submits a monthly invoice for reimbursement and reimbursement has been received, this will be zero.

Line 58                      Advances

Any advance payments from the contracting state agency should appear on this line. Most of time, the contracting state agency will not pay the expenses in advance.

Line 59                      This Reimbursement (Line 57 minus 58)

The remainder should be the amount due under the grant contract. Request for reimbursement is made through the invoicing process and not through filing of the quarterly or annual report. Any amounts showing here needed to be included in the invoice for reimbursement.

**NONGRANT EXPENSE REPORT (NER)  
NONGRANT REVENUE REPORT (NRR) AND  
RECONCILIATION BETWEEN TOTAL NONGRANT AND  
REIMBURSABLE EXPENSES  
SCHEDULE A-1, SCHEDULE A-1-Q1-Q4, and SCHEDULE B-1**

**Purpose/Scope**

These schedules may be used for the nongrants/unallowable expenses that are not reimbursed/will not be reimbursed by the contracting state agencies.

These schedules should be completed to reconcile expenses per the Total Expense Summary Report (Schedule C) to the trial balance/general ledger when the nongrants/unallowable expenses exist in the grantee's books.

**Instruction for Schedules A-1, A-1-Q1-Q4, and B-1**

The instruction for these schedules A-1, A-1-Q1-Q4, and B-1 are the same as the instructions for Schedule A and B except these expenses will not be reimbursed by the contracting state agency.

Heading sections may be entered as N/A if this heading is not applicable for Nongrant/Unallowable Expense or Revenue.

**TOTAL EXPENSE SUMMARY REPORT  
Schedule C**

**Purpose/Scope**

The Total Expense Summary Report is intended to recap all the direct program expenses in one column, separately identify nongrant/unallowable expenses, and total administrative expenses in other columns, as well as a grand total of all the expenses of the grantee. The amounts in Grand Total Year-to-Date column should tie to the general ledger/trial balance of the grantee/organization.

Schedule C should be only one schedule regardless if there are multiple Schedule As and Bs. The grantee will complete all the schedules at one time and will submit the same schedule to the multiple contracting state agencies if the grantee has received awards from the multiple state agencies.

## Instruction for Expenses by Object Line-Items

The object line-items are the same as Schedule A. See each line-item instruction in Schedule A.

## Instruction for Columns

### Total Direct Program Expenses Column

This column is the summary of all the individual programs' cumulative year to date expenses as identified separately under the respective program names in Schedule A.

### Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

- I. The cumulative year-to-date expenses for all other programs that are not funded by the contracting state agency/agencies.
- II. The cumulative year-to-date expenses for fund-raising activities, if any.
- III. Other cumulative year-to-date expenses that are not allowable for reimbursement according to the terms of the grants or the Federal guidance.

### Total Administrative Expenses Column

The administrative expenses column is for categorizing the cumulative year-to-date administrative expenses into the Expense by Object. Total Direct Program Expenses (line 21) of this column is the sum of all the line 21s. Line 22 of this column will make line 21 amount to be a credit amount so that Total Direct and Administrative Expenses is showing zero since these expenses are already claimed in columns Total Direct Program Expenses Year-To-Date and Total Nongrant/Unallowable Expenses Year-To-Date.

### Grand Total Column

The Grand Total column contains all the cumulative year-to-date expenses for the entire reporting organization. The Grant Total Year-to-Date expenses must be traceable to the reporting organization's general ledger or trial balance.

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STATE OF TENNESSEE  
PROGRAM EXPENSE REPORT

Schedule A

Page # of # Pages: 1 of 7

Contractor/Grantee Name: \_\_\_\_\_

Report Period: \_\_\_\_\_

Contracting State Agency: \_\_\_\_\_  
 Program Name: \_\_\_\_\_  
 Assistance Listing Number/Program Number: \_\_\_\_\_  
 Edison Contract Number: \_\_\_\_\_  
 Grant/Contract Term: \_\_\_\_\_


Line Item #	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages	0.00	0.00		0.00
2	Employee Benefits & Payroll Taxes	0.00	0.00		0.00
3	<b>Total Personnel Expenses</b>	0.00	0.00	0.00	0.00
4	Professional Fees	0.00	0.00		0.00
5	Supplies	0.00	0.00		0.00
6	Telecommunication	0.00	0.00		0.00
7	Postage and Shipping	0.00	0.00		0.00
8	Occupancy	0.00	0.00		0.00
9	Equipment Rental and Maintenance	0.00	0.00		0.00
10	Printing and Publications	0.00	0.00		0.00
11	Travel	0.00	0.00		0.00
12	Conferences and Meetings	0.00	0.00		0.00
13	Interest	0.00	0.00		0.00
14	Insurance	0.00	0.00		0.00
15	Grants and Awards	0.00	0.00		0.00
16	Specific Assistance to Individuals	0.00	0.00		0.00
17	Depreciation	0.00	0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)	0.00	0.00		0.00
a	Fixed Equipment	0.00	0.00		0.00
b	Construction	0.00	0.00		0.00
c		0.00	0.00		0.00
d		0.00	0.00		0.00
19	<b>Total Non-personnel Expenses</b>	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases	0.00	0.00		0.00
21	<b>Total Direct Program Expenses</b>	0.00	0.00	0.00	0.00
22	Administrative Expenses	0.00	0.00		0.00
23	<b>Total Direct and Administrative Expenses</b>	0.00	0.00	0.00	0.00
24	In-Kind Expenses	0.00	0.00		0.00
25	<b>Total Program Expenses</b>	0.00	0.00	0.00	0.00

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STATE OF TENNESSEE  
PROGRAM EXPENSE REPORT

Schedule A-Q1-Q4

Page # of # Pages: 2 of 7

Contractor/Grantee Name: \_\_\_\_\_ Report Period: \_\_\_\_\_

Contracting State Agency: \_\_\_\_\_

Program Name: \_\_\_\_\_

Assistance Listing Number/Program Number: \_\_\_\_\_

Edison Contract Number: \_\_\_\_\_

Grant/Contract Term: \_\_\_\_\_

Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
1	Salaries and Wages	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	Employee Benefits & Payroll Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	<b>Total Personnel Expenses</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Professional Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	Telecommunication	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	Postage and Shipping	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	Occupancy	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	Equipment Rental and Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	Printing and Publications	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	Conferences and Meetings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	Grants and Awards	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	Specific Assistance to Individuals	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	Depreciation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	Other Non-personnel Expenses: (list details in a-d)			0.00				0
a	Fixed Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b	Construction	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c		0.00	0.00	0.00	0.00	0.00	0.00	0.00
d		0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	<b>Total Non-personnel Expenses</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	<b>Total Direct Program Expenses</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Administrative Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	<b>Total Direct and Administrative Expenses</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	In-Kind Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	<b>Total Program Expenses</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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STATE OF TENNESSEE  
NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1

Page # of # Pages: \_\_\_\_\_

Contractor/Grantee Name: \_\_\_\_\_

Report Period: \_\_\_\_\_

Contracting State Agency: \_\_\_\_\_  
 Program Name: \_\_\_\_\_  
 Assistance Listing Number/Program Number: \_\_\_\_\_  
 Edison Contract Number: \_\_\_\_\_  
 Grant/Contract Term: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Line Item #	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages		0.00		0.00
2	Employee Benefits & Payroll Taxes		0.00		0.00
3	<b>Total Personnel Expenses</b>	0.00	0.00	0.00	0.00
4	Professional Fees		0.00		0.00
5	Supplies		0.00		0.00
6	Telecommunication		0.00		0.00
7	Postage and Shipping		0.00		0.00
8	Occupancy		0.00		0.00
9	Equipment Rental and Maintenance		0.00		0.00
10	Printing and Publications		0.00		0.00
11	Travel		0.00		0.00
12	Conferences and Meetings		0.00		0.00
13	Interest		0.00		0.00
14	Insurance		0.00		0.00
15	Grants and Awards		0.00		0.00
16	Specific Assistance to Individuals		0.00		0.00
17	Depreciation		0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)				
a	_____		0.00		0.00
b	_____		0.00		0.00
c	_____		0.00		0.00
d	_____		0.00		0.00
19	<b>Total Non-personnel Expenses</b>	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	<b>Total Direct Nongrant Expenses</b>	0.00	0.00	0.00	0.00
22	Administrative Expenses		0.00		0.00
23	<b>Total Direct Nongrant and Administrative Expenses</b>	0.00	0.00	0.00	0.00
24	In-Kind Expenses		0.00		0.00
25	<b>Total Nongrant Expenses</b>	0.00	0.00	0.00	0.00

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STATE OF TENNESSEE  
NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1-Q1-Q4

Page # of # Pages: \_\_\_\_\_

Contractor/Grantee Name: \_\_\_\_\_

Report Period: \_\_\_\_\_

Contracting State Agency: \_\_\_\_\_

Program Name: \_\_\_\_\_

Assistance Listing Number/Program Number: \_\_\_\_\_

Edison Contract Number: \_\_\_\_\_

Grant/Contract Term: \_\_\_\_\_

Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
1	Salaries and Wages					0.00		0.00
2	Employee Benefits & Payroll Taxes					0.00		0.00
3	<b>Total Personnel Expenses</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
6	Telecommunication					0.00		0.00
7	Postage and Shipping					0.00		0.00
8	Occupancy					0.00		0.00
9	Equipment Rental and Maintenance					0.00		0.00
10	Printing and Publications					0.00		0.00
11	Travel					0.00		0.00
12	Conferences and Meetings					0.00		0.00
13	Interest					0.00		0.00
14	Insurance					0.00		0.00
15	Grants and Awards					0.00		0.00
16	Specific Assistance to Individuals					0.00		0.00
17	Depreciation					0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)					0.00		0.00
a						0.00		0.00
b						0.00		0.00
c						0.00		0.00
d						0.00		0.00
19	<b>Total Non-personnel Expenses</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases					0.00		0.00
21	<b>Total Direct Nongrant Expenses</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Administrative Expenses					0.00		0.00
23	<b>Total Direct Nongrant and Administrative Exp</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	In-Kind Expenses					0.00		0.00
25	<b>Total Nongrant Expenses</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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STATE OF TENNESSEE  
PROGRAM REVENUE REPORT AND  
RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES

Schedule B

Page # of # Pages: 5 of 7

Contractor/Grantee Name: \_\_\_\_\_

Report Period: \_\_\_\_\_

Contracting State Agency: \_\_\_\_\_  
 Program Name: \_\_\_\_\_  
 Assistance Listing Number/Program Number: \_\_\_\_\_  
 Edison Contract Number: \_\_\_\_\_  
 Grant/Contract Term: \_\_\_\_\_


Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
<b>Reimbursable Program Funds:</b>					
31	Reimbursable Federal Program Funds (Line 23)	0.00	0.00		
32	Reimbursable State Program Funds (Line 23)	0.00	0.00		
33	<b>Total Reimbursable Program Funds (equals line 55)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Matching Revenue Funds:</b>					
34	Other Federal Funds	0.00	0.00		
35	Other State Funds	0.00	0.00		
36	Other Government Funds	0.00	0.00		
37	Cash Contributions (non-government)	0.00	0.00		
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income	0.00	0.00		
40	Other Matching Revenue	0.00	0.00		
41	<b>Total Matching Revenue Funds (lines 34 - 40)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
42	Other Program Funds	0.00	0.00		
43	<b>Total Revenue (lines 33, 41, &amp; 42)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Reconciliation Between Total and Reimbursable Expenses</b>					
51	Total Program Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)	0.00	0.00		
53	Subtract Excess Administration Expenses (contractual)	0.00	0.00		
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	<b>Reimbursable Expenses (line 51 minus lines 52,53,54)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
56	Total Reimbursement To Date	0.00	0.00		
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances	0.00	0.00		
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

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**STATE OF TENNESSEE**  
**NONGRANT/UNALLOWABLE REVENUE REPORT AND**  
**RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES**

Schedule B-1

Page # of # Pages: 6 of 7

Contractor/Grantee Name: \_\_\_\_\_

Report Period: 0

<b>Contracting State Agency:</b>		
<b>Program Name:</b>		
<b>Assistance Listing Number/Program Number:</b>		
<b>Edison Contract Number:</b>		
<b>Grant/Contract Term:</b>		

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
<b>Reimbursable Nongrant Funds:</b>					
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	<b>Total Reimbursable Nongrant Funds (equals line 55)</b>	0.00	0.00	0.00	0.00
<b>Other Revenue Funds:</b>					
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	<b>Total Matching Revenue Funds (lines 34 - 40)</b>	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	<b>Total Revenue (lines 33, 41, &amp; 42)</b>	0.00	0.00	0.00	0.00
<b>Reconciliation Between Total and Reimbursable Expenses</b>					
51	Total Nongrant Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date	0.00	0.00		
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

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STATE OF TENNESSEE  
TOTAL EXPENSE SUMMARY REPORT

Schedule C

Page # of # Pages: 7 of 7

Contractor/Grantee Name: \_\_\_\_\_

Report Period: \_\_\_\_\_

Line Item #	Expense By Object	Total Direct Program Expenses Year To Date	Total Nongrant/Unallowable Expenses Year To Date	Total Administrative Expenses Year To Date	Grand Total Year To Date
1	Salaries and Wages	0.00	0.00	0.00	0.00
2	Employee Benefits & Payroll Taxes	0.00	0.00	0.00	0.00
3	<b>Total Personnel Expenses</b>	0.00	0.00	0.00	0.00
4	Professional Fees	0.00	0.00	0.00	0.00
5	Supplies	0.00	0.00	0.00	0.00
6	Telecommunication	0.00	0.00	0.00	0.00
7	Postage and Shipping	0.00	0.00	0.00	0.00
8	Occupancy	0.00	0.00	0.00	0.00
9	Equipment Rental and Maintenance	0.00	0.00	0.00	0.00
10	Printing and Publications	0.00	0.00	0.00	0.00
11	Travel	0.00	0.00	0.00	0.00
12	Conferences and Meetings	0.00	0.00	0.00	0.00
13	Interest	0.00	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00	0.00
15	Grants and Awards	0.00	0.00	0.00	0.00
16	Specific Assistance to Individuals	0.00	0.00	0.00	0.00
17	Depreciation	0.00	0.00	0.00	0.00
18	Other Non-personnel Expenses: (list details in a-d)	0.00			
a	Fixed Equipment	0.00	0.00	0.00	0.00
b	Construction	0.00	0.00	0.00	0.00
c		0.00	0.00	0.00	0.00
d		0.00	0.00	0.00	0.00
19	<b>Total Non-personnel Expenses</b>	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases	0.00	0.00	0.00	0.00
21	<b>Total Direct Program Expenses</b>	0.00	0.00	0.00	0.00
22	Administrative Expenses	0.00	0.00	0.00	0.00
23	<b>Total Direct and Administrative Expenses</b>	0.00	0.00	0.00	0.00
24	In-Kind Expenses	0.00	0.00	0.00	0.00
25	<b>Total Expenses</b>	0.00	0.00	0.00	0.00

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

**ATTACHMENT 10**

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

Recipient name and address: <i>[Recipient to provide]</i>	DUNS Number: <i>[Recipient to provide]</i> Taxpayer Identification Number: <i>[Recipient to provide]</i> Assistance Listing Number: 21.027
--	--

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.

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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, 2026.
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.

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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;

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- 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

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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.

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25-0094



## ALARM MONITORING AGREEMENT

**His Security, LLC**  
 11426 Kingston Pike  
 Knoxville, TN 37934  
 865.474.9495  
 www.HisSecurity.com  
 License: (TN)1545

<b>OWNER OR BUSINESS</b> Anderson County Govt - Senior Center <b>EMAIL ADDRESS</b> ltupper@andersoncountyttn.gov <b>PHONE NUMBER</b> 865 - 457 - 3259	<b>Effective Date</b> 12 / 18 / 24 <small>MM DD YY</small>
<b>Premise Address</b> <b>STREET</b> 96 Mariner Point Dr <b>CITY</b> Clinton <b>STATE</b> TN <b>ZIP</b> 37716 <b>Billing Address (if different from premise)</b> <b>STREET</b> <b>CITY</b> <b>STATE</b> <b>ZIP</b>	<b>Residential Service Plan Option</b> <b>\$50.00 Deductible</b> (See Section 15.) <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Monthly Auto Payment Enrollment</b> Billing Cycle (select one) <input checked="" type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> BI-ANNUALLY <input type="checkbox"/> ANNUALLY Option 1 - Checking Account (No Savings Accounts) <b>ACCOUNT NUMBER</b> <b>ABA ROUTING NUMBER</b>	<b>Monthly Monitoring Service Fees</b> <b>Access Only</b> MONTHLY MONITORING RATE \$ 55.00 OTHER \$ <b>TOTAL MONTHLY FEE \$ 55.00</b>
Option 2 - Credit Card <b>CARD NUMBER</b> <b>EXPIRATION DATE</b> MM / YY <input type="checkbox"/> VISA <input type="checkbox"/> MC <input type="checkbox"/> AMEX <input type="checkbox"/> Discover	<b>Cvv Code:</b>

This agreement is made by and between His Security, LLC (the "Company") and the owner of the home or business shown above (the "Customer") on the effective date indicated above. The Company agrees to provide, or cause to be provided, the alarm monitoring services for the alarm system (the "System") installed at the residence or business address indicated above (the "Premises").

**1. THE SERVICE:** Upon receipt of an alarm signal from the Customer Premise, Company is responsible only for attempting to notify, as appropriate to the type of signal, the Customer, persons submitted to Company on Customer's contact list, a guard service, and/or the appropriate responding agency. For burglary signals, Company will attempt to verify that an emergency exists by calling the Customer's primary contact number and then, if necessary, the person designated for enhanced verification on the Customer's contact list. If a contacted person indicates that there is an emergency or if no contact is made with either person, Company will attempt to contact the appropriate responding agency. For non-emergency signals like low battery and trouble, Company will only attempt to contact Customer between 8:00 a.m. and 9:00 p.m. Company and Customer must comply with local notification and response requirements, which may now or in the future include visual verification of an emergency condition prior to response. Customer agrees to pay any charge associated with this requirement.

**2. SERVICE FEES AND TERM OF AGREEMENT:** This Agreement shall continue for an initial term (the "Initial Term") unless earlier terminated pursuant to the provisions hereof, and shall thereafter automatically renew on a month-to-month basis. After the Initial Term, Customer may cancel this Agreement with 30 days notice by sending a signed request for cancellation to Company which includes Customer's name, address, account number and password. Customer agrees to pay the total monthly fee above plus all applicable taxes, permit fees, false alarm charges, communication charges, return check charges, guard charges, service charges, late charges, or other related charges, if applicable, whether imposed on Company or Customer. There is a twenty five dollar (\$25.00) charge on each returned check.

### FINANCIAL DISCLOSURE STATEMENT

**THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS AGREEMENT**

<b>A. NUMBER OF PAYMENTS FOR THE INITIAL TERM IS:</b> 1	<b>B. AMOUNT OF EACH PAYMENT IS: (TOTAL MONTHLY FEE FROM ABOVE)</b> \$ 55.00	<b>TOTAL OF PAYMENTS FOR THE INITIAL TERM IS \$ 55.00 (AX B)</b> (PLUS APPLICABLE LEVIES, CHARGES, TAXES, FEES, AND FINES)
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Late Charge - Company may impose a late charge of up to \$5 on each payment that is more than ten (10) days past due. Prepayment - There is no penalty or refund when you prepay amounts due under this agreement. See Section 6 of this Agreement for information about non-payment, default, and liquidated damages.

**CUSTOMER RESPONSIBILITY TO READ AGREEMENT:** customer acknowledges receipt of a complete copy of this agreement and has read and understood all terms and conditions including those contained on the reverse side and incorporated by reference herein. these terms and conditions include a disclaimer of warranties in section 3, a list of customer's duties in section 5, transmission systems in section 7, an arbitration clause in section 12, and an authorization to obtain a consumer credit report in section 17. customer authorizes payment of all amounts due to company by the method specified above.

**RIGHT TO CANCEL:** you, the buyer, may cancel this transaction at any time prior to midnight of the third business day from the effective date of this agreement by mailing (to address at top of agreement), faxing (1-888-811-6916), or emailing (cancel@hissecurity.net) a signed and dated copy of this cancellation notice.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you fail to make the goods available to the seller or agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

Buyer's Signature for Cancellation \_\_\_\_\_ Date Signed \_\_\_\_\_

**ACCEPTED AND COPY RECEIVED BY:**

X \_\_\_\_\_ Date \_\_\_\_\_  
 Authorized Signature Company Representative Signature State ID #

DocuSigned by:  
*Kevin W. Cowell*  
 92207482920458

Customer Copy: Yellow Rep Last Name **Cowell**

Office Use Only	Account Number	Date Installed 12 / 06 / 24 <small>MM DD YY</small>	Next Billing Date 01 / 01 / 25 <small>MM DD YY</small>	Other
-----------------	----------------	---	--	-------

4B

DocuSign Envelope ID: F5CCDD39-EA5B-4804-A4A3-963695809103

**3. DISCLAIMER OF WARRANTIES:** NEITHER COMPANY NOR ITS CONTRACTOR REPRESENTS OR WARRANTS THAT THE SYSTEM OR THE MONITORING SERVICES WILL PREVENT ANY LOSS BY BURGLARY, FIRE, ROBBERY OR OTHERWISE, OR WILL, IN ALL CASES, PROVIDE THE SPECIFIED NOTIFICATION SERVICE. Customer understands that there are no warranties which extend beyond the face of this Agreement and acknowledges that neither Company nor its contractor has made any representation or warranty, express or implied, including without limitation, about the condition of the System or monitoring service, their merchantability, or their fitness for any particular purpose, other than those expressly contained in the Agreement. Customer understands and acknowledges that the System, Transmission System (See Section 7) or Company's or its contractor's equipment may not function properly; that the Company or its contractor may not respond properly to the receipt of an alarm signal; and that neither Company nor its contractor has control over the response time or capability of any agency or person notified. Customer also understands that in the event that the company is determined to be directly or indirectly liable for any loss, damage, or injury that the \$500 limit of liability in section 4 applies.

In the event that any part of the security equipment becomes defective, the Company agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of one (1) year from the date of installation. The Company reserves the option to either replace or repair the alarm equipment and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. The Company is not the manufacturer of the equipment and other than the Company's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, the Company makes no express warranties as to any matter whatsoever, including but not limited to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose, and the Company shall not be liable for consequential damages. The Company does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise or that the system will in all cases provide the protection for which it is installed. The Company expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair services, modification, or improper installation by anyone other than the Company. Subscriber acknowledges that any affirmation of fact or promise made by the Company shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on the Company's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that the Company has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for the Company's breach of this agreement or negligence to any degree under this agreement is to require the Company to repair or replace, at the Company's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 2(B) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, the Company will procure all permits required by local law and will provide a certificate of workman's compensation prior to starting work.

**4. COMPANY IS NOT AN INSURER AND LIMITATION OF LIABILITY:** CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMPANY NOR ITS CONTRACTOR IS AN INSURER; THAT CUSTOMER ASSUMES ALL RISK OF PERSONAL INJURY AND LOSS OR DAMAGE TO CUSTOMER'S PREMISES OR TO THE CONTENTS THEREOF. Customer further acknowledges and agrees that if any insurance is desired, Customer must obtain it. In addition to the Company's other rights at law or under this Agreement, the Customer specifically releases the Company and its contractor from any liability for any event or condition covered by the Customer's insurance. Customer understands and agrees that if company or its contractor should be found liable for loss or damage due to company's or its contractor's negligence, failure to perform any of the obligations herein, or failure of the monitoring service or the equipment in any respect whatsoever, company's and its contractor's liability shall be limited to the sum of five hundred dollars (\$500) and this liability shall be company's or its contractor's sole and exclusive liability. If Customer wishes Company or its contractor to assume a greater liability, Customer may obtain from Company a higher limitation of liability by paying an additional periodic service charge to Company. If Customer elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions and the amount of the liability and the additional periodic charge. Such rider and additional obligation shall in no way be interpreted to hold Company or its contractor as an insurer.

**5. CUSTOMER'S DUTIES:** Customer shall maintain the System in good operating condition and shall secure and maintain all licenses or permits that may be necessary from governmental authorities for the continued monitoring and use of the System. THE CUSTOMER IS RESPONSIBLE FOR TESTING THE SYSTEM MONTHLY AND ANYTIME THERE IS A CHANGE TO ANY ASPECT OF THE TRANSMISSION SYSTEM (SEE SECTION 7). THE CUSTOMER MUST NOTIFY COMPANY OR ITS CONTRACTOR PROMPTLY IF CUSTOMER BELIEVES THERE IS A PROBLEM. Customer agrees to provide Company and its contractor with written notice of any changes, revisions and modifications to the Transmission System, and further agrees to provide and maintain current and correct subscriber and emergency contact information with Company and contractor.

**6. DEFAULT, DISCONNECTION AND REMEDIES:** Customer will be in default and breach of this agreement if Customer 1) fails to pay any fees or charges when due; 2) generates, in Company's sole judgment, excessive false alarms; or 3) fails to perform other obligations set forth in this Agreement and such failures continues for ten (10) days after issuance of written notice by Company. In the event of a default, the Company may, by notice to Customer, terminate Customer's monitoring services. Company's responsibilities and liabilities under this Agreement shall also immediately cease. Customer will remain responsible for all charges incurred prior to the effective date of service termination. If Customer breaches this Agreement during its Initial Term, Customer acknowledges that it will cause substantial damage to Company, and because it would be difficult if not impossible to determine the amount of such damage, Customer will also pay as liquidated damages and not as a penalty either an amount equal to eighty (80%) percent of the remaining payments owed during the Initial Term or all sums the Company may be entitled to under state law and, in either case, any related levies, court costs, collection costs, and attorney fees. All amounts are due immediately without presentment, demand, protest or further notice, all of which Customer expressly waives.

**7. TRANSMISSION SYSTEMS:** Customer's System communicates with the Company's monitoring facility utilizing one or more networks - telephone, cable, internet, cellular, or radio. It may also utilize equipment in Customer's home - telephones or cable equipment, modem, router, power supply. Together, the System, the network and other equipment represent the "Transmission System." This Transmission System is beyond the control of Company and Company takes no responsibility for its reliability or its continued compatibility with this intended usage. Each network and the related in-home equipment has its own inherent risks and reliability levels and the Customer should consider their own needs and requirements before choosing a Transmission System. IN ORDER FOR THE SYSTEM TO TRANSMIT SIGNALS OVER THE INTERNET, IT MUST HAVE UNINTERRUPTED ACCESS TO AN ALWAYS-ON HIGH-SPEED INTERNET CONNECTION. If a signal from Customer's System does not reach Company's monitoring facility for any reason, Company will not be able to respond and Company will not know about the communication problem. Communication issues might include, but are not limited to, network outages, severed lines,

lack of power to key components, signal jamming, obsolescence or failure of components, and/or changes in laws or regulations. The Customer should test the System on a regular monthly basis and any time there is a change to any aspect of the Transmission System (See Section 5). The Customer should immediately notify the Company of any changes to the Transmission System (including use of DSL, VoIP or other broadband services as these may interfere with or prevent signal transmission) or any communication issues identified by Customer during test. IF THE TRANSMISSION SYSTEM USES A TELEPHONE LINE AND THAT LINE IS DISCONNECTED, THE ALARM TRANSMISSION WILL FAIL. If Customer has chosen a means of communication that causes the System to seize control of a communication network in order to communicate with the monitoring facility, Customer understands that they will not be able to use that same communication network to call for emergency response during the time that the communication network is in use.

**8. INTERRUPTION OF SERVICE:** Neither Company nor its contractor assumes any liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, interruption or unavailability of communication network service, acts of God, or for any other cause beyond the control of Company or its contractor. In case of such an event, Company may suspend the monitoring service and/or this Agreement without liability and without notification to Customer. Company or its contractor may suspend or cancel this Agreement without notice, liability, or penalty should the System, Customer's Premises or Company's or its contractor's monitoring facilities become so substantially damaged that further service is impractical. Customer will remain responsible to pay for services provided. Neither Company nor its contractor shall have any liability for delay in installation or maintenance of the equipment.

**9. THIRD PARTY INDEMNIFICATION:** Customer agrees to and shall indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, contractors and any person or entity for whom the Company is legally responsible, from and against any and all claims arising from this Agreement brought by other than the parties to this Agreement.

**10. SUBROGATION:** Unless prohibited by Customer's insurance policy, Customer hereby discharges and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Customer's Premises whether said claims are made by Customer, his agents, insurance carrier, or other parties claiming under or through Customer. Customer agrees to indemnify, defend and hold harmless Company and its contractor from any action for subrogation that may be brought against Company or its contractor by any insurer or insurance carrier, or its agents or assigns, including the payment of all damages, expenses, costs and attorney's fees. Customer shall notify their insurance carrier of the terms of this provision.

**11. LIMITATION ON ACTIONS:** To the extent permitted by law both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other party more than one (1) year after the accrual of the cause of actions.

**12. BINDING ARBITRATION: THE PARTIES AGREE TO RESOLVE THROUGH BINDING ARBITRATION ALL CLAIMS, DISPUTES, OR LAWSUITS (COLLECTIVELY "CLAIMS"), REGARDLESS OF THEIR NATURE, ARISING OUT OF THIS AGREEMENT OR ANY OTHER BUSINESS RELATIONSHIP BETWEEN THE PARTIES.** The parties agree that arbitration shall be conducted in accordance with the commercial rules of the Federal Arbitration Act (FAA). Arbitration or any related litigation will take place in Knoxville, Tennessee, unless both parties agree to a different location. The arbitration shall be conducted by an attorney who is knowledgeable about the security industry. The arbitrator is not authorized to grant punitive damages. All direct and indirect costs for arbitration will be paid by the non-prevailing party or split in an equitable manner by the arbitrator. The arbitration proceedings, including decisions and awards, shall be held in confidence by both parties. The parties acknowledge that by executing this Agreement, they are waiving all rights to a jury or bench trial for all claims between the parties.

**13. FALSE ALARMS:** Customer understands that local authorities may impose fines for false alarms or signals, and Customer agrees to be responsible for these fines and any related costs whether they are levied directly on Customer or on the Company, its contractors, or subcontractors.

**14. FIRE ALARMS:** Unless the Schedule of Equipment and Services provides for a fire alarm system to code the Company makes no representation that the fire alarm equipment meets local code requirements or constitutes a fire alarm system as that term is defined by the Authority Having Jurisdiction (AHJ) over fire alarm systems in Subscriber's premises. If a fire alarm system to code is specified in the Schedule of Equipment and Services then the Company will install fire alarm equipment pursuant to AHJ requirements. Subscriber agrees that any equipment required by the AHJ not specified in the Schedule of Equipment and Services shall be an extra to this agreement to be paid for by Subscriber at time the additional equipment is requested.

**15. RESIDENTIAL SERVICE PLAN OPTION:** After the installation warranty term, if the Service Plan has been selected, Company or its contractor will provide repair service during its regular business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday (excluding holidays) for fifty dollars (\$50) per incident for as long as Company provides Customer's monitoring service and Customer is current on all payments. Customer will pay for service provided outside these times at Company's customary rates. The Service Plan does not cover batteries, key fobs, cellular equipment, cameras, system moves, Z-Wave devices, or video equipment. It also does not cover damage caused by abuse, misuse, faulty connections, lamping, construction, vandalism, theft, acts of God, cosmetic damage or any other cause other than normal wear and tear.

**16. ASSIGNMENT:** This Agreement may not be assigned in whole or in part by Customer. Company may assign or subcontract all or any portion of this Agreement without notice to Customer and any such assignee or subcontractor shall be entitled to the rights, benefits, privileges and protection afforded to Company under the terms of this Agreement.

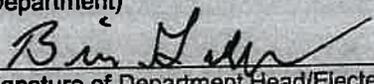
**17. ACKNOWLEDGMENT:** Customer authorizes release by a consumer reporting agency of consumer credit information to the Company and/or its assigns now and at any time during the term of this Agreement. Customer consents to the recording of all communications between the Customer and the Company.

**18. ENTIRE AGREEMENT:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. Company's or its contractor's duty and obligation to provide monitoring service to Customer arise solely from this Agreement. This Agreement supersedes all prior representations, understandings, or agreements of the parties. This Agreement can only be modified (a) in writing, signed by the parties or their duly authorized agents or (b) by written notice sent by Company to Customer, provided that Customer does not object in writing within thirty (30) days after receiving the notice. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Customer agrees that Company may convert this Agreement to electronic media, which may serve as the exclusive original.

**19. PRIVACY:** Company will use commercially reasonable efforts to maintain the privacy of Customer's information. Customer understands that Company cannot guarantee privacy and agrees not to hold the Company liable for any claims, loss, damages, or costs that may result from loss of privacy. Customer consents to Company contacting him/her about new products and services.

## ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD

- Property declared to be surplus may be transferred to another Anderson County office or be sold at internet auction.
- The IT Department will manage the disposition of hard drives.
- The Vehicle Inspection Form is to be used to sell vehicles. A police report must accompany this form if the property was stolen.
- Transferring property to an Entity outside of Anderson County requires Purchasing Committee and County Commission approval.
- This form should be emailed to [Surplus@andersontn.org](mailto:Surplus@andersontn.org)

Sheriff's Department \_\_\_\_\_ requests to surplus property as detailed below.  
 (Department)  
  
 Signature of Department Head/Elected Official \_\_\_\_\_ Date 1/6/25

Asset Tag Number (N/A if no Tag).	Property Description (Vehicles - list Year, Make, Model and Location)	Serial Number/ VIN Number (N/A if no Serial No.)	Property Condition (Working, inoperable, unknown)
	2014 CHEVY TAHOE	1GNLC2E09ER152684	OPERABLE

Attach additional sheet(s) if necessary.

**Property Disposition Method (check applicable box)**

<p><b>Internet Auction</b>                  Fund #: <u>12254150</u>                  Fund Description: <u>DRUG FUND</u>                  (Attach photos of item(s) to record)</p>	<p><b>Purchasing Office Use Only</b>                  Govdeals ID#: _____                  Date: _____                  Sale Amount: \$ _____                  Date removed from Asset Listing: _____</p>
<p><b>Transfer Property</b>                  To: _____                  (Department)                  _____                  Signature of Receiving Department Head/Elected Official _____ Date _____</p>	
<p><b>Trade In</b>                  Purchase Order Number of Trade in: _____</p>	
<p><b>Stolen or Lost (Attach copy of Police Report)</b></p>	
<p><b>Property Destroyed (Attach explanation)</b></p>	

Received by Purchasing Office: \_\_\_\_\_  
 (Date)

Deputy Purchasing Agent Signature: \_\_\_\_\_

5 Surplus Vehicles

Vehicle Inspection Form

1556GF

Inventory ID: 1556GF

Asset Number:

Fair Market Value:

Short Description: Year 2007 Make FORD Model E150 1/2 Ton Econoline - Van

VIN: 1FTNE14LX7DA00978 Title Restriction: Y N

Odometer: 120319 Miles Kilometers Odometer Accurate Y N

Long Description:

This Vehicle: Starts Starts with a Boost & Runs/Driveable Engine Runs Does Not Run For Parts Only

Engine- Type: 5.4 L, V8 Gas Diesel Engine Propane/Natural Gas Gas/Electric Hybrid

Engine Condition: Runs Needs repair is in unknown condition

Repairs needed: NONE VEHICLE WAS PUT IN SERVICE 3/19/2019 101566 MILES

This vehicle was maintained every 5000 Days Hours Miles

Date Removed From Service: 11/12/2024 Maintenance Records: Available Not Available For Inspection

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

Repairs Needed: NONE

Drivetrain: 2 Wheel Drive 4 Wheel Drive Condition: GOOD

Exterior: Color: WHITE Windows: No Cracked Glass Cracked WINDSHIELD

Minor: Dents Scratches Dings Tire Condition: NEW Tread: NEW #Flat 0 Hubcaps #4

Major Damage to: SIDE DOOR MAJOR DENT

Additional Damage:

Decals: None Have Been Sprayed or Have been Removed & Impressions Remain No Impressions

Emergency equip: None Has been removed & There are holes in the exterior There are no holes

Interior: Color GREY Cloth Vinyl Leather

Damage to Seats: DRIVERSIDE BROKE DOWN NEEDS TO BE REPLACE

Damage to Dash/Floor: NONE

Radio: Stock or Brand & Model: AM AM/FM AM/FM Cassette AM/FM CD

AC (Condition: Cold Unknown) No AC Air Bags: Driver's Side Dual

Cruise Control Tilt Steering Remote Mirrors Climate Control

Power: Steering Windows Door Locks Seats

Additional Equipment:

Manufacturer Model Serial #

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

Location of Asset: Fleet Service

For more information contact: John Vickeny OR Sierra Dison

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

### Vehicle Inspection Form

<b>Inventory ID:</b> GR7768	<b>Asset Number:</b> 045515	<b>Fair Market Value:</b>																	
<b>Short Description:</b> Year 1998      Make MAZDA      Model B2500 TRUCK																			
<b>VIN:</b> <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr><td>4</td><td>F</td><td>4</td><td>Y</td><td>R</td><td>1</td><td>2</td><td>C</td><td>9</td><td>W</td><td>T</td><td>M</td><td>4</td><td>7</td><td>2</td><td>1</td><td>9</td></tr> </table> Title Restriction: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N			4	F	4	Y	R	1	2	C	9	W	T	M	4	7	2	1	9
4	F	4	Y	R	1	2	C	9	W	T	M	4	7	2	1	9			
<b>Odometer:</b> <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr><td>1</td><td>1</td><td>5</td><td>8</td><td>3</td><td>5</td></tr> </table> <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers    Odometer Accurate <input checked="" type="checkbox"/> Y <input type="checkbox"/> N: _____			1	1	5	8	3	5											
1	1	5	8	3	5														
<b>Long Description:</b> This Vehicle: <input checked="" type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input checked="" type="checkbox"/> Runs/Driveable <input checked="" type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only <b>Engine- Type:</b> 2.5 L, V L4 <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input type="checkbox"/> Runs <input checked="" type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: <u>INTERMITTENTLY REVS HIGH AND DIES AT A STOP</u> This vehicle was maintained every <u>5000</u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input checked="" type="checkbox"/> Miles Date Removed From Service: <u>11/7/2024</u> Maintenance Records: <input checked="" type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection <b>Transmission:</b> <input type="checkbox"/> Automatic <input checked="" type="checkbox"/> Manual <u>5</u> Speed    Condition: <input type="checkbox"/> Operable <input checked="" type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: <u>CLUTCH IS SLIPPING</u> <b>Drivetrain:</b> <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive    Condition: _____																			
<b>Exterior:</b> Color: <u>TAN</u> Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked _____ Minor: <input checked="" type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings    Tire Condition: <u>BAD</u> Tread: <u>2/32</u> #Flat <u>1</u> Hubcaps # <u>0</u> Major Damage to: <u>FRONT LOWER VALANCE IS MISSING</u> Additional Damage: _____ Decals: <input checked="" type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input type="checkbox"/> Have been Removed & <input type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input checked="" type="checkbox"/> None <input type="checkbox"/> Has been removed & <input type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes																			
<b>Interior:</b> Color <u>TAN</u> <input type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: <u>OIL AND GREASE STAINS</u> Damage to Dash/Floor: _____ Radio: <input type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input checked="" type="checkbox"/> AC (Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC      Air Bags: <input checked="" type="checkbox"/> Driver's Side <input type="checkbox"/> Dual <input type="checkbox"/> Cruise Control <input type="checkbox"/> Tilt Steering <input type="checkbox"/> Remote Mirrors <input checked="" type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input type="checkbox"/> Windows <input type="checkbox"/> Door Locks <input type="checkbox"/> Seats																			
<b>Additional Equipment:</b> _____ Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____																			
<b>Location of Asset:</b> <u>Fleet Service</u> <b>For more information contact:</b> <u>John Vickery OR Sierra Dison</u> <b>Reminder:</b> Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.																			

### Vehicle Inspection Form

Inventory ID: **GV3233**

Asset Number: **4LB11034**

Fair Market Value:

**Short Description:**

Year 2004

Make FORD

Model Expedition

VIN:

**1 F M P U 1 6 L 8 4 L B 1 1 0 3 4**

Title Restriction:  Y  N

Odometer:

**2 1 3 5 0 8**

Miles

Kilometers

Odometer Accurate  Y  N:

**Long Description:**

This Vehicle:  Starts  Starts with a Boost &  Runs/Driveable  Engine Runs  Does Not Run  For Parts Only

Engine- Type: 5.4 L, V8  Gas  Diesel Engine  Propane/Natural Gas  Gas/Electric Hybrid

Engine Condition:  Runs  Needs repair  is in unknown condition

Repairs needed: ABS LIGHT IS ON DUE TO LEFT REAR ABS CIRCUIT.

This vehicle was maintained every 5000  Days  Hours  Miles

Date Removed From Service: 11/7/2024 Maintenance Records:  Available  Not Available For Inspection

**Transmission:**  Automatic  Manual Speed Condition:  Operable  Needs repair  Is Unknown Condition

Repairs Needed: N/A

**Drivetrain:**  2 Wheel Drive  4 Wheel Drive Condition: GOOD

**Exterior:**

Color: WHITE

Windows:  No Cracked Glass  Cracked

Minor:  Dents  Scratches  Dings Tire Condition: GOOD Tread: 6/32 #Flat 0 Hubcaps #4

Major Damage to: \_\_\_\_\_

Additional Damage: \_\_\_\_\_

Decals:  None  Have Been Sprayed or  Have been Removed &  Impressions Remain  No Impressions

Emergency equip:  None  Has been removed &  There are holes in the exterior  There are no holes

**Interior:**

Color GRAY

Cloth  Vinyl  Leather

Damage to Seats: NONE

Damage to Dash/Floor: NONE

Radio:  Stock or  Brand & Model: \_\_\_\_\_  AM  AM/FM  AM/FM Cassette  AM/FM CD

AC (Condition:  Cold  Unknown)  No AC

Air Bags:  Driver's Side  Dual

Cruise Control  Tilt Steering  Remote Mirrors  Climate Control

Power:  Steering  Windows  Door Locks  Seats

**Additional Equipment:** \_\_\_\_\_

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_ Serial # \_\_\_\_\_

Tool Box  Light Bar  Ladder Rack  Utility Body: Brand \_\_\_\_\_  Hitch: Type CLASS 3 BUMPER

**Location of Asset:** FLEET SERVICE

**For more information contact:** JOHN VICKERY OR SIERRA DISON

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

Vehicle Inspection Form

Inventory ID: **GV3224**

Asset Number: **3Z307564**

Fair Market Value:

Short Description:

Year **2003**

Make **CHEVROLET**

Model **Silverado 1500 1/2 Ton 4WD - Pickup**

VIN:

**1 G C E K 1 4 T 9 3 Z 3 0 7 5 6 4**

Title Restriction:  Y  N

Odometer:

**2 0 5 2 7 4**

Miles  Kilometers Odometer Accurate  Y  N:

Long Description:

This Vehicle:  Starts  Starts with a Boost &  Runs/Driveable  Engine Runs  Does Not Run  For Parts Only

Engine- Type: **5.3 L, V8**  Gas  Diesel Engine  Propane/Natural Gas  Gas/Electric Hybrid

Engine Condition:  Runs  Needs repair  is in unknown condition

Repairs needed: **FRONT COVER SEAL AND REAR MAIN SEAL HAS A STAGE2 OIL LEAK**

This vehicle was maintained every **5000**  Days  Hours  Miles

Date Removed From Service: **11/04/2024** Maintenance Records:  Available  Not Available For Inspection

Transmission:  Automatic  Manual \_\_\_ Speed Condition:  Operable  Needs repair  Is Unknown Condition

Repairs Needed: **NONE**

Drivetrain:  2 Wheel Drive  4 Wheel Drive Condition: **WORKING**

Exterior:

Color: **WHITE**

Windows:  No Cracked Glass  Cracked

Minor:  Dents  Scratches  Dings Tire Condition: **BAD** Tread: **2/32** #Flat \_\_\_ Hubcaps # **3**

Major Damage to: \_\_\_\_\_

Additional Damage: \_\_\_\_\_

Decals:  None  Have Been Sprayed or  Have been Removed &  Impressions Remain  No Impressions

Emergency equip:  None  Has been removed &  There are holes in the exterior  There are no holes

Interior:

Color **GRAY**  Cloth  Vinyl  Leather

Damage to Seats: **DRIVERS SIDE BOTTOM BROKE DOWN, NORMAL WEAR FOR AGE**

Damage to Dash/Floor: **NONE**

Radio:  Stock or  Brand & Model: \_\_\_\_\_  AM  AM/FM  AM/FM Cassette  AM/FM CD

AC (Condition:  Cold  Unknown)  No AC Air Bags:  Driver's Side  Dual

Cruise Control  Tilt Steering  Remote Mirrors  Climate Control

Power:  Steering  Windows  Door Locks  Seats

Additional Equipment:

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_ Serial # \_\_\_\_\_

Tool Box  Light Bar  Ladder Rack  Utility Body: Brand \_\_\_\_\_  Hitch: Type **CLASS 3 BUMPER**

Location of Asset: **FLEET SERVICE**

For more information contact: **JOHN VICKERY OR SIERRA DISON**

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

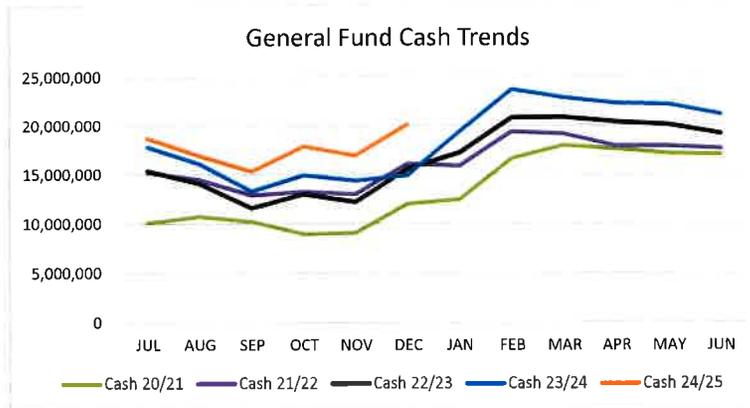
**ANDERSON COUNTY GOVERNMENT  
CASH AND FUND BALANCE REPORT  
December 31, 2024**

FUND	DESCRIPTION	NON-SPENDABLE	RESTRICTED FUNDS	COMMITTED FUNDS	ASSIGNED FUNDS	UNASSIGNED FUND BALANCE	TOTAL FUND BALANCE	CASH
101	General Fund	\$ -	\$ 2,243,003	\$ 518,537	\$ 4,593,721	\$ 11,673,915 *	\$ 19,029,176	\$ 20,138,171
115	Library Fund	\$ -	\$ 269,205		\$ -	\$ -	\$ 269,205	\$ 341,752
116	Solid Waste/Sanitation Fund	\$ -	\$ 715,964	\$ -	\$ -	\$ -	\$ 715,964	\$ 881,189
121	American Rescue Plan							\$ 3,557,541
122	Drug Control Fund	\$ -	\$ 148,377	\$ 8,754	\$ -	\$ -	\$ 157,131	\$ 160,215
127	Channel 95 Fund	\$ -	\$ -	\$ -	\$ 55,114	\$ -	\$ 55,114	\$ 50,349
128	Tourism Fund	\$ -	\$ 438,618	\$ 233,650	\$ 100,000	\$ -	\$ 772,268	\$ 1,087,485
131	Highway Fund	\$ 75,128	\$ 269,737	\$ 1,601,902	\$ -	\$ -	\$ 1,946,767	\$ 3,864,860
141	General Purpose School Fund	\$ -	\$ -	\$ 10,676,669	\$ -	\$ -	\$ 10,676,669	\$ 15,855,779
143	Central Cafeteria	\$ 88,414	\$ 4,454,127	\$ -	\$ -	\$ -	\$ 4,542,541	\$ 4,232,757
151	General Debt Service Fund	\$ -	\$ 971,129	\$ -	\$ -	\$ -	\$ 971,129	\$ 1,903,534
152	Rural Debt Service Fund	\$ -	\$ 673,967	\$ -	\$ -	\$ -	\$ 673,967	\$ 1,107,648
156	Education Debt Service Fund	\$ -	\$ 128,972	\$ -	\$ -	\$ -	\$ 128,972	\$ 804,692
171	Capital Projects Fund	\$ -	\$ 482,565	\$ -	\$ -	\$ -	\$ 482,565	\$ 700,992
177	Education Capital Projects Fund	\$ -	\$ 954,077	\$ -	\$ -	\$ -	\$ 954,077	\$ 1,217,770
263	Employee Benefit Fund	\$ 30,555	\$ -	\$ -	\$ 961,103	\$ -	\$ 991,658	\$ 685,418
		\$ 194,097	\$ 11,749,741	\$ 13,039,512	\$ 5,709,938	\$ 11,673,915	\$ 42,367,203	\$ 56,590,152

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

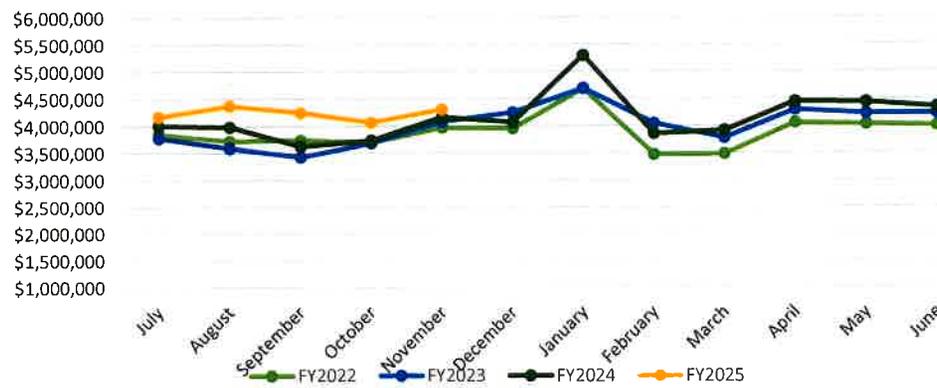
**Cash Trends**  
December

Cash 20/21	12,021,798
Cash 21/22	16,064,200
Cash 22/23	15,520,868
Cash 23/24	14,895,472
Cash 24/25	20,138,171



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	\$4,070,871.79	-4%
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%
<b>Totals:</b>	<b>\$6,071,183.68</b>	<b>\$11,192,202.58</b>	<b>\$1,181,065.62</b>	<b>\$539,681.48</b>	<b>\$28,813,807.25</b>	<b>\$1,457,832.10</b>	<b>\$630,946.58</b>	<b>\$49,886,719.29</b>	<b>4%</b>
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	\$506,343.21	\$953,771.87	\$99,110.32	\$48,467.91	\$2,527,615.95	\$126,803.66	\$47,951.78	\$4,310,064.70	3.4%
December									
January									
February									
March									
April									
May									
June									
<b>Totals:</b>	<b>\$2,518,851.42</b>	<b>\$4,375,111.71</b>	<b>\$512,182.47</b>	<b>\$229,231.57</b>	<b>\$12,664,128.13</b>	<b>\$639,630.51</b>	<b>\$245,301.74</b>	<b>\$21,184,401.55</b>	

Local Option Sales Tax - Total Net Collections



ARPA PROJECTS

ARPA Funding Eligibility Category		REVENUE LOSS	OTHER ELIGIBILITIES	TOTAL			
Total ARPA Allocation		\$ 10,000,000.00	\$ 4,952,074.00	\$ 14,952,074.00			
-Less Budgeted To-Date		\$ (10,015,118.26)	\$ (5,121,215.89)	\$ (15,136,334.15)			
Remaining Allocation		\$ (15,118.26)	\$ (169,141.89)	\$ (184,260.15)			
<b>Interest earned and balance of allocations</b>		<b>\$ 355,431.18</b>	<b>\$ (184,260.15)</b>				
				<b>Total Interest Remaining</b>	<b>\$ 171,171.03</b>		
Project Name	BUDGETED	EXPENDED TO-DATE	BUDGETED BUT NOT EXPENDED	PROJECT STATUS	REVENUE LOSS	Date Approved by Commission	
1 Employee Retention Payments -Exempt	\$ 85,013.68	\$ 85,013.68	\$ -	Complete	YES	4/18/2022	
2 Employee Retention Payments -Non-Exempt	\$ 614,826.78	\$ 614,826.78	\$ -	Complete	NO	4/18/2022	
3.1 TN Emergency Broadband Fund Grants -MF Highland	\$ 11,636.84	\$ 11,636.84	\$ -	Complete	YES	2/22/2022	
4 GIS Digitized Stormwater System And Outfall Map	\$ 103,060.00	\$ 103,060.00	\$ -	Complete	YES	11/23/2022	
5 EMS Budget Fund Balance Adjustment (Worker Comp/Building/Contents/MotorPool)	\$ 280,000.00	\$ 280,000.00	\$ -	Complete	YES	8/15/2022	
6 Whole Body Scanner for Jail	\$ 135,000.00	\$ 135,000.00	\$ -	Complete	YES	9/20/2021	
7 County Paving Projects	\$ 766,991.63	\$ 766,991.63	\$ -	Complete	YES	8/15/2022	
7.1 County Paving Projects - New Eligibility	\$ 1,485,844.01	\$ 1,485,844.01	\$ -	Complete	NO	8/15/2022	
8 County-wide Assessment for Water & Sewer Planning	\$ 92,000.00	\$ 92,000.00	\$ -	Complete	YES	3/10/2022	
9 Claxton Sewerline Study	\$ 30,000.00	\$ 30,000.00	\$ -	Complete	YES	8/15/2022	
10 Witness Room/Archives Relocation	\$ 1,019,170.85	\$ 1,019,170.85	\$ -	Complete	YES	8/15/2022	
11 Senior Center Kitchen Improvements	\$ 670,200.00	\$ 670,200.00	\$ -	Complete	YES	5/16/2022	
12 A/V Technology for Room 118A	\$ 15,182.53	\$ 15,182.53	\$ -	Complete	YES	5/16/2022	
15 Other Vehicles on Capital Requests	\$ 224,823.00	\$ 224,823.00	\$ -	Complete	YES	8/15/2022	
16 Sheriff's Vehicles for 2 Years	\$ 899,349.03	\$ 899,349.03	\$ -	Complete	YES	8/15/2022	
18 Family Justice Center -Building Purchase	\$ 175,000.00	\$ 175,000.00	\$ -	Complete	YES	8/15/2022	
19 EMS Stretchers (12)	\$ 398,409.00	\$ 398,409.00	\$ -	Complete	YES	11/21/2022	
21 Oak Ridge Fire Dept. Training Center	\$ 273,500.00	\$ 273,500.00	\$ -	Complete	YES	8/15/2022	
22 Other County Capital Outlay Requests (e.g., \$10k Judges)	\$ 9,334.76	\$ 9,334.76	\$ -	Complete	YES	8/15/2022	
23 Repair Chimes	\$ 18,635.00	\$ 18,635.00	\$ -	Complete	YES	1/17/2023	
24 A/V Technology for Room 312	\$ 13,994.24	\$ 13,994.24	\$ -	Complete	YES	3/20/2023	
25 Jail Medical Services	\$ 250,000.00	\$ 250,000.00	\$ -	Complete	YES	5/15/2023	
26 EMS Budget Fund Balance Adjustment (FY24)	\$ 516,000.00	\$ 516,000.00	\$ -	Complete	YES	6/19/2023	
28 Fire Department/Rescue Squad Equipment	\$ 547,389.89	\$ 547,389.89	\$ -	Complete	YES	8/21/2023	
29 EMS AED's	\$ 272,669.74	\$ 272,669.74	\$ -	Complete	YES	8/21/2023	
30 Claxton Area Repeater	\$ 13,475.23	\$ 13,475.23	\$ -	Complete	YES	8/21/2023	
32 Contributions Child Advocacy Center & American Legion	\$ 18,405.00	\$ 18,405.00	\$ -	Complete	YES	3/18/2024	
33 Parks Bobcat	\$ 53,161.25	\$ 53,161.25	\$ -	Complete	YES	5/20/2024	
34 Anderson County Fire Commission Funding for Departments	\$ 330,000.00	\$ 330,000.00	\$ -	Complete	YES	5/20/2024	
44 Employee Retention Payments 2024	\$ 469,288.25	\$ 469,288.25	\$ -	Complete	YES	12/16/2024	
3 TN Emergency Broadband Fund Grants -MF Comcast	\$ 250,000.00	\$ -	\$ 250,000.00	In Progress	YES	2/22/2022	
13 IT Infrastructure Needs (e.g., Multi-Factor Authentication)	\$ 150,000.00	\$ 119,266.59	\$ 30,733.41	In Progress	YES	8/15/2022	
14 EMS Ambulances for 2 years	\$ 1,357,726.00	\$ 500,511.66	\$ 857,214.34	In Progress	NO	8/15/2022	
27 TDEC ARP Water Infrastructure Investment Plan (WIIP)	\$ 379,514.92	\$ 147,677.80	\$ 231,837.12	In Progress	YES	6/19/2023	
31 Dental Clinic Redesign/Relocation/Bldg Improvements	\$ 604,000.00	\$ -	\$ 604,000.00	In Progress	YES	9/18/2023	
32 County-wide Emergency Communications System	\$ 1,240,000.00	\$ 1,234,522.95	\$ 5,477.05	In Progress	NO	12/18/2023	
35 Auto Purchases	\$ 170,281.40	\$ 168,135.40	\$ 2,146.00	In Progress	YES	6/17/2024	
36 EMS Vehicles FY25	\$ 422,819.10	\$ -	\$ 422,819.10	In Progress	NO	8/19/2024	
37 Sheriff's Vehicles FY25	\$ 571,963.00	\$ 256,813.02	\$ 315,149.98	In Progress	YES	8/19/2024	
38 Archives Security Cameras	\$ 16,280.66	\$ 1,917.56	\$ 14,363.10	In Progress	YES	8/19/2024	
40 Senior Center Badge System	\$ 10,888.36	\$ -	\$ 10,888.36	In Progress	YES	9/16/2024	
41 Blockhouse Valley Recycling Center	\$ 56,500.00	\$ -	\$ 56,500.00	In Progress	YES	10/21/2024	
42 County Auto Purchases	\$ 100,000.00	\$ -	\$ 100,000.00	In Progress	YES	11/18/2024	
43 Blockhouse Valley Recycling Center	\$ 14,000.00	\$ -	\$ 14,000.00	In Progress	YES	12/16/2024	
		\$ 15,136,334.15	\$ 12,221,205.69	\$ 2,915,128.46			

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

Account Codes (101 unless specified)	Department	Description	Amount of Grant	Amnt 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		TDMHSAS	\$ 8,260
53600-FJC	District Attorney's Office	Family Justice Center	\$ 200,000		7/1/2024	6/30/2025	\$ 200,000			OCJP/VOCA	\$ 3,685
	District Attorney's Office	JAG - 7th CTF	\$ 70,000		7/1/2024	6/30/2025	\$ 70,000			OCJP	
53600-VOCA	District Attorney's Office	Victim's Coordinator Grant (VOCA)	\$ 130,000		7/1/2024	6/30/2025	\$ 130,000			OCJP/VOCA	
54710-790-EMSE1	EMS	EMS Equipment Grant	\$ 134,180	\$ -	7/1/2023	9/30/2024	\$ -	\$ 134,180		TDH	
54410-499-EMPG	Emergency Management	Emergency Management EMPG 2023	\$ 33,709	\$ 33,709	10/1/2022	9/30/2024	\$ 33,709			TEMA	
54410-499-DHS	Emergency Management	Homeland Security Grant 2023	\$ 28,250		9/1/2022	4/30/2025	\$ 28,250			TEMA/DHS	
54410-499-DHS	Emergency Management	Homeland Security Grant 2024	\$ 28,250		9/1/2023	4/30/2026	\$ 28,250			TEMA/DHS	
54410-499-DOE	Emergency Management	Off-Site Emergency Planning and Response	\$ 21,000		12/1/2023	7/31/2024	\$ 21,000			TEMA/DHS	
55110-707-SPNMG	Health Department	Health Department Renovation	\$ 349,000	\$ 116,400	1/13/2023	6/30/2026		\$ 349,000		TDH	
55110-707-AWN	Health Department	Immunization Funding Grant (awning)	\$ 227,000		7/1/2023	12/31/2024	\$ 227,000			TDH	
55190-3000	Health Department	ReImburse County for Contract employees Salaries	\$ 663,600		7/1/2024	6/30/2025	\$ 155,738	\$ 507,862		TDH	
55160-2001	Health Department	Safety Net Grant for Dental	\$ 4,000,000		7/1/2024	6/30/2025		\$ 4,000,000		TDH	
55160-2001	Health Department	Safety Net Grant for Dental (Emory Valley)	\$ 4,000,000		7/1/2024	6/30/2025		\$ 4,000,000		TDH	
53500-1000	Juvenile Court	Juvenile Court State Supplement Funds	45,000.00		7/1/2024	6/30/2029		\$ 45,000		DCS	
51900-799-NWDSP	Mayors Office	TDOT Oliver Springs 1 of 2	\$ 942,020	\$ 216,580				\$ 942,020		TDOT	
51900-799-NWDSP	Mayors Office	TDOT Oliver Springs 2 of 2	\$ 711,396	\$ 177,849				\$ 711,396		TDOT	
	Mayors Office	TDOT Old State Circle Bridge	\$ 950,900					\$ 950,900		TDOT	
	Mayors Office	Gibbs Ferry Park (FLAP Grant)	\$ 1,860,000	\$ 201,400					\$ 1,860,000	USDOT	
58190-FIG	Mayors Office	CDBG Food Insecurity	\$ 194,000		12/15/2023	3/31/2026	\$ 194,000			CDBG	
91170-791-CDBG1	Mayor's Office	CDBG Waterlines	\$ 523,207	\$ 107,163	10/15/2020	10/14/2025	\$ 523,207			TDEC/CDBG	
	Mayor's Office	Broadband Accessibility Grant (BRC)	\$ 100,000		7/1/2024	12/31/2026	\$ 100,000			TNECD	
	Mayor's Office	Brownfield Identification Grant	\$ 20,000	\$ -	8/1/2024	7/31/2025	\$ -	\$ 20,000	\$ -	TDEC	
	Mayor's 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	Litter Grant (Pick-Up & Prevention Education)	\$ 52,100		7/1/2024	6/30/2025		\$ 52,100		TDOT	
TBD	Mayors Office/ORRCA	Oak Ridge Reservation Community Alliance	\$ 381,587		4/15/2024	6/30/2028	\$ 381,587			TDEC	
101-56300	Mayor's Office/Office on Aging	Office on Aging and Senior Center	\$ 143,687		7/1/2023	9/30/2024	\$ 128,961	\$ 14,726		ETHRA/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		OCJP	
	Norris Library	East Tennessee Foundation	\$ 3,000		5/1/2024	4/30/2025				ETF	
53310-DVCC	Sessions Judges	STOP, DV Court	\$ 201,000		7/1/2023	9/19/2024	\$ 201,000			OCJP	
101-54110	Sheriff's Department	Governor's Highway Safety Grant	\$ 22,000		10/1/2023	9/30/2024	\$ 22,000			TDHS/ NHSTA	
54230-EBP1	Sheriff's Department	Evidenced Based Programming (EBP)	\$ 295,707		5/15/2023	6/30/2025		\$ 295,707		OCJP	
54110-VCIF2	Sheriff's Department	VCIF Collaborative	\$ 1,885,000		8/1/2023	6/30/2025		\$ 1,885,000		OCJP	\$ 16,900
54110-188-SORR1	Sheriff's Department	Sheriff's Office Recruitment and Retention	\$ 200,000		6/30/2023	3/7/2028		\$ 200,000		DCI	
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		OCJP	
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	
	Mayors Office	ORHA Brownfield Identification Grant	\$ 100,000	\$ -	8/1/2024	7/31/2028	\$ -	\$ 100,000	\$ -	TDEC	
										<b>Total</b>	
							<b>\$ 8,304,406</b>	<b>\$14,407,140</b>	<b>\$ 1,860,000</b>	<b>\$ 24,571,546</b>	<b>\$ 28,845</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:

APPROPRIATION:

DEPARTMENT: Register of Deeds

FROM: Tim Shelton Register  
(Department Contact Person)

DATE: January 2, 2025

INCREASE / DECREASE CODE:	DESCRIPTION	AMOUNT
Decrease 101-51600-337	Maintenance & Repairs	\$2,200.00

10,854

INCREASE / DECREASE CODE:	DESCRIPTION	AMOUNT
Increase 101-51600-709	Data Processing Equipment	\$2,200.00

EDG: 1/2/25 2:00 PM

**Justification / Explanation:** Label printers for recording.

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

①

**ESTIMATE**

IntelleSearch LLC  
PO Box 4097  
Paducah, KY 42002-4097

doug.woods@dmsusa.com  
+1 (270) 443-1610



**Bill to**

Tim Shelton  
Anderson County TN Register of Deeds  
100 N Main St #205  
Clinton, TN 37716  
United States

**Ship to**

Tim Shelton  
Anderson County TN Register of Deeds  
100 N Main St #205  
Clinton, TN 37716  
United States

**Estimate details**

Estimate no.: 1001  
Estimate date: 12/26/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Hardware	Zebra Printers	5	\$371.09	\$1,855.45
2.	Hardware	Zebra labels small	10	\$21.88	\$218.80
				<b>Total</b>	<b>\$2,074.25</b>

**Note to customer**

May God Bless You Richly!

**Accepted date**

**Accepted by**

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: X

APPROPRIATION:

DEPARTMENT: Finance

FROM: Robby Holbrook

INCREASE	CODE DESCRIPTION	AMOUNT
101-52100-471	Finance - Software	\$ 6,500.00
	<b>Total</b>	<b>\$ 6,500.00</b>
DECREASE	CODE DESCRIPTION	AMOUNT
101-52100-201	Finance - Social Security	\$ 1,500.00
101-52100-708	Finance - Communication Equipment	\$ 2,930.00
101-52100-709	Finance - Data Processing Equipment	\$ 2,070.00
	<b>TOTAL</b>	<b>\$ 6,500.00</b>

3,000  
2,930  
2,280

Motion

To Approve

To Refer

With  W/O

Seconded \_\_\_\_\_

Motion

To purchase time and attendance software that is compatpable with our payroll software and HR software

from MyBenefits							

Impact on 25/26 Budget - Yes

2



**Attendance on Demand Proposal  
prepared for**

**Anderson County Government - 500 PEPM**

This proposal will be honored for no less than 30 days from January 1, 2025

**Total Cost of Services:**

One-time setup fee for proposed services:	\$ 2,195
Service fee for proposed services:	\$ 3.50 per user per month

**Payment Terms:**

Monthly in Arrears: Fees shall be paid monthly in arrears based on the "high water mark" of the actual number of active users in the solution for that month.

**Description of Proposed Services:**

- Solution configuration in accordance with Client's instructions, including:
  - Pay rules\*
  - User access rights
  - Leave management and PTO accruals\*
  - Points and incidents \*
  - Coverage budgets\*
  - Standard system reporting\*
- Solution features include:
  - Employee self service (ESS)
  - ESS Mobile App, including geolocation
  - Manager self service (MSS)
  - PTO accruals
  - Leave and absence management
  - Employee archives
  - Notifications for exceptions such as absent, tardy, left early, etc.
  - Points and incidents
- Open-session customer training and access to online help portal and knowledgebase\*\*
- Live support available during regular business hours (Monday through Friday, 8:30am to 7:00pm Eastern)
- Various models of time clocks are available via device rental program
  - Device rental program includes:
    - Standard UPS Ground shipping from AoD to Client at no additional cost
    - All devices maintained under permanent warranty and failed equipment is exchanged quickly
    - Hardware may be exchanged amongst the list of available models at Client's discretion
    - Hardware exchange allows Client to take advantage of the latest technology
  - Magnetic, bar code, proximity and RFID badges purchased separately

\*Complex rules and/or custom requests may incur additional charges

\*\*Client-specific training is available at \$180 per session

2

## Attendance on Demand Features

### Employee Functionality

- Employee Self Service
- Mobil App Compatibility
- Time off Request Tool
- Real Time leave balances
- Punch from workstations, app, view timecards, view schedules
- Send messages to supervisors
- Automatic clock out and deduct breaks

### Supervisor Functionality

- Manager Self Service – App
- Real time visibility on all employees PTO, Clocking and Schedules
- Various approval levels
- Customizable intuitive dashboard
- Streamline and address exceptions, PTO, OT accuracy
- Easy access to review timecard and approval
- In depth reporting capabilities

### System Functionality

- Cloudbased
- Automated attendance policies
- Customize by employee, workgroup, department, paytype
- Track trends
- Permission based at all levels
- Location Services – Google map identifying location
- Restrict punching and notify employees if they are in the wrong location
- IP restrictions
- Mass edit capabilities
- Auto populates district holidays and calendar
- Permanent, detailed audit trail
- Export capabilities for payroll
- Physical time clocks including, biometric scan, key card, etc.







**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: X

APPROPRIATION:

DEPARTMENT: General Sessions Judges

FROM: Robby Holbrook

DECREASE	CODE DESCRIPTION	AMOUNT
101-53310-320	Dues & Memberships	\$ 750.00
101-53310-399-CLLN	Other Contracted Services	\$ 750.00
	<b>Total</b>	<b>\$ 1,500.00</b>
<b>INCREASE</b>		
101-53310-355	Travel	\$ 1,500.00
	<b>Total</b>	<b>\$ 1,500.00</b>

1500  
1500

Motion

To Approve

To Refer

With  W/O

Seconded \_\_\_\_\_

Motion

Detailed Justification / Explanation :

Transfer to pay for General Sessions Judges conference.

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Impact on 25/26 Budget - No

6

**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:

1/2/2025

DEPARTMENT:

FROM:

FINANCE \_\_\_\_\_

Randy Walters \_\_\_\_\_

Increase	CODE DESCRIPTION	AMOUNT
263-51900-399-BCBS	Other G & A -Other Contracted Services -BCBS Admin	\$ 240,000.00
263-51900-399-PRES	Other G & A -Other Contracted Services -RX Admin	\$ 75,000.00
	TOTAL	\$ 315,000.00

Decrease	CODE DESCRIPTION	
263-51900-340-BCBS		\$ 315,000.00 <i>700,000</i>
	TOTAL	\$ 315,000.00

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 :

To ensure sufficient funding for the payment of higher than projected Medical and RX admin costs.

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Impact on 24/25 budget - No impact.

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:   
 DEPARTMENT: Maintenance      FROM: Bobby Crawford  
 DATE: 12/12/2024

INCREASE <input type="checkbox"/> DECREASE <input checked="" type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-72620-336	Equipment Repairs	\$ 40,000.00
<b>Total</b>		<b>\$ 40,000.00</b>

55,820

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-72620-499	Other supplies	\$ 40,000.00
<b>Total</b>		<b>\$ 40,000.00</b>

Motion \_\_\_\_\_

To Approve

To Refer

With       W/O

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

**Detailed Justification / Explanation :** To cover costs of materials and supplies needed for the maintenance department.

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\_\_\_\_\_

9

### 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: Maintenance

FROM: Bobby Crawford

DATE: 12/12/2024

INCREASE <input type="checkbox"/> DECREASE <input checked="" type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-72610-351	Rentals	\$ 10,000.00
<b>Total</b>		<b>\$ 10,000.00</b>

50,394

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-72610-338	Vehicle Repair	\$ 10,000.00
<b>Total</b>		<b>\$ 10,000.00</b>

Motion \_\_\_\_\_

To Approve

To Refer

With       W/O

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

**Detailed Justification / Explanation :** To cover costs of vehicle repair services.

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10

### 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: Fiscal Services

FROM: Marcus Bullock

DATE: 1/2/2025

INCREASE <input type="checkbox"/> DECREASE <input checked="" type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-34615	Committed for Finance	\$ 100,000.00
<b>Total</b>		<b>\$ 100,000.00</b>

*10.6M*

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-99100-590	Operating Transfers - Transfer to Other Funds	\$ 100,000.00
<b>Total</b>		<b>\$ 100,000.00</b>

Motion \_\_\_\_\_

To Approve

To Refer

With       W/O

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

**Detailed Justification / Explanation :** To appropriate funds to provide system support to the Employee Child Care Fund for  
operating costs.

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(11)

### 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: Fiscal Services      FROM: Marcus Bullock

DATE: 1/2/2025

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-46510	TISA Revenue	\$ 462,705.00
<b>Total</b>		<b>\$ 462,705.00</b>

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-82230-620	Debt Service Contribution	\$ 462,705.00
<b>Total</b>		<b>\$ 462,705.00</b>

Motion \_\_\_\_\_

To Approve

To Refer

With       W/O

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

**Detailed Justification / Explanation :** To appropriate FY25 Tennessee Investment in Student Achievement (TISA) Outcomes revenue into debt service contribution.

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\_\_\_\_\_

### 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.

**Major Line Item**      **TYPE OF AMENDMENT**

TRANSFER:       APPROPRIATION:

DEPARTMENT: Fiscal Services      FROM: Marcus Bullock

DATE: 1/2/2025

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-76100-706	Regular Capital Outlay - Building Construction	\$ 428,130.00
<b>Total</b>		<b>\$ 428,130.00</b>

INCREASE <input type="checkbox"/> DECREASE <input checked="" type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-71100-722	Regular Instruction - Equipment	\$ 250,000.00
141-76100-715	Regular Capital Outlay - Land	\$ 178,130.00
<b>Total</b>		<b>\$ 428,130.00</b>

459,000  
178,130

Motion \_\_\_\_\_

To Approve

To Refer

With       W/O

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

**Detailed Justification / Explanation :** To reallocate funds for district construction projects.

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\_\_\_\_\_

### 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:  *Payroll Major line item*      APPROPRIATION:

DEPARTMENT: Fiscal Services      FROM: Marcus Bullock

DATE: 1/2/2025

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
	141-72610-166      Operation of Plant - Custodial Personnel	\$ 50,000.30
	141-72610-499      Operation of Plant - Other Supplies and Materials	\$ 12,950.00
	141-72620-105      Maintenance of Plant - Supervisor	\$ 1,650.00
	141-72620-161      Maintenance of Plant - Secretary	\$ 1,000.00
	141-82230-620      Debt Service Contribution	\$ 37,295.00
	<b>Total</b>	<b>\$ 102,895.30</b>

INCREASE <input type="checkbox"/> DECREASE <input checked="" type="checkbox"/>	CODE DESCRIPTION	AMOUNT
	141-72610-105      Operation of Plant - Supervisor	\$ 102,895.30 <i>102,895.30</i>
	<b>Total</b>	<b>\$ 102,895.30</b>

Motion \_\_\_\_\_

To Approve

To Refer

With       W/O

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

**Detailed Justification / Explanation :** To transfer funds from vacant supervisor position to other district needs.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 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:

DEPARTMENT: Highway

FROM: Gary Long Road Superintendent

DATE: 01/2/2025 1PM

Increase	CODE DESCRIPTION	AMOUNT
131-62000-402	Asphalt	\$ 300,000.00
	TOTAL	\$ 300,000.00

Decrease	CODE DESCRIPTION	AMOUNT
<u>131</u> - 34550	Restricted for Hwy	\$ 300,000.00
	TOTAL	\$ 300,000.00

*1.6m*

Motion

To Approve

To Refer

With                       W/O

Seconded \_\_\_\_\_

Motion

Detailed Justification / Explanation :

Asphalt AC Roads

Please attach additional sheet if more information is needed

15



## ANDERSON COUNTY BUDGET AMENDMENT REQUEST

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

### TYPE OF AMENDMENT

TRANSFER: \_\_\_\_\_ APPROPRIATION:    
 DEPARTMENT:       Emergency Medical Services       FROM:   Nathan Sweet

INCREASE	CODE DESCRIPTION	AMOUNT
101-46980-TRMT1		\$ 6,077.00
		\$ 6,077.00

INCREASE	CODE DESCRIPTION	AMOUNT
101-55130-524-TRMT1	Staff Development TRMT	\$ 6,077.00
		\$ 6,077.00

Detailed Justification / Explanation :

Awarded grant from the TN Risk Management Trust for a train-the-trainer Injury Prevention System course.

\_\_\_\_\_

\_\_\_\_\_

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

One time amendment

\_\_\_\_\_

Home Tools

Save And Close Save And New Delete File

New View New Template Documents

Previous Next Refresh Maintenance

Cut Copy Paste Clipboard

Undo Clear Select All

Misc Receipt - 31342 - Transaction

101. -46980- -TRMT1 > 2024 - 2025 - GL Account Fiscal Year I

Close All Window

- Financial Management
  - General Ledger
    - GL Account Inquiry
    - GL Accounts
    - Duplicate GL Accounts
  - Transactions
  - Bank Reconciliation
  - Period End
  - Budgeting
  - Administration
  - Utilities
  - Reporting
  - Payroll
  - Point Of Sale
  - Purchasing
  - Tools
  - System Administration

### Misc Receipt - 31342 - 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:	12/20/2024
Period:	December 2024
Transaction Type:	Misc Receipt
Number:	31342
Description:	Tennessee Risk Management Trust
Bank Account:	
Check Type:	
Reference:	
Debit Amount:	\$6,077.00
Credit Amount:	\$6,077.00

## ANDERSON COUNTY BUDGET AMENDMENT REQUEST

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

### TYPE OF AMENDMENT

TRANSFER: \_\_\_\_\_ APPROPRIATION:    
 DEPARTMENT:           Emergency Medical Services      FROM:   Nathan Sweet

INCREASE	CODE DESCRIPTION	AMOUNT
101-49700	Insurance Recovery	\$ 3,447.62
		\$ 3,447.62

INCREASE	CODE DESCRIPTION	AMOUNT
101-55130-338	Vehicle Maintenance	\$ 3,447.62
		\$ 3,447.62

Detailed Justification / Explanation :

Transfer funds from insurance recovery to pay for repairs to ambulance that collided with a deer.

\_\_\_\_\_

\_\_\_\_\_

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

One time amendment

\_\_\_\_\_

18

Save And Close   Save And New   Save   New   Delete   Audit   New   View   New Template   PREVIOUS   Next   Refresh   Cut   Copy   Paste   Undo   Clear   Select All   Close All   115. -21346- - 1000 > 2024 - 2025 - GL Account Fiscal Year   141. -46510 > 2024 - 2025 - GL Account Fiscal Year Inquiry   Window

**Misc Receipt - 31402 - Transaction**

- Financial Management
- General Ledger
- GL Account Inquiry
- GL Accounts
- Duplicate GL Accounts
- Transactions
- Bank Reconciliation
- Period End
- Budgeting
- Administration
- Utilities
- Reporting
- Roll
- Point Of Sale
- Purchasing
- Human Resources Administration

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:	12/30/2024
Period:	December 2024
Transaction Type:	Misc Receipt
Number:	31402
Description:	Tennessee Risk Management Trust
Bank Account:	
Check Type:	
Reference:	
Debit Amount:	\$3,447.62
Credit Amount:	\$3,447.62

(18)





101-53100-169	Part-Time Help	\$9,200.00
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Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$2,500.00
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**(Amendment will be from 101-34530-46845 Restricted/Opioid TN Abatement Council and a JE will replenish the reserve for 39000)**

Increase Expenditure Code:

101-58500-332-46845	Contributions to Other Agencies/Legal Notices	\$2,500.00
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12. Commissioner McKamey made a motion to approve request for \$14,000.00 in ARPA funding for geotechnical exploration, limited site clearing for geotechnical purposed and construction materials testing and special inspections to expanded the county's recycling capabilities. Seconded by Commissioner Allen. Voting Aye: Verran, Capshaw, Vowell, Isbel, Wandell, Beauchamp, Yager, Vandagriff, Mayes, Foster, Anderson, Smallridge, Palmer, McKamey, Allen and White. Voting No: None. Absent: None. Motion passed.

13. Commissioner Allen made a motion to approve an agreement by resolution between County Commission and the Office of the Property Assessor that would allow all unspent funds in GL codes 101-52300-05 (Audit Services) and 101-52300-331 (Legal Services) to roll into GL code 101-34615-1000 (Committed-Property Assessor) annually. Seconded by Commissioner Smallridge. Voting Aye: Verran, Capshaw, Vowell, Isbel, Wandell, Beauchamp, Yager, Vandagriff, Mayes, Foster, Anderson, Smallridge, Palmer, McKamey, Allen and White. Voting No: None. Absent: None. Motion passed

14. Commissioner Allen made a motion to approve a second round of ARPA retention payments for county employees \$500.00 gross for each full-time employee with six months or less of service and all permanent part-time employees; and \$1,000.00 gross for all permanent full-time employees with more than six months of service. Seconded by Commissioner Verran. Voting Aye: Verran, Capshaw, Isbel, Wandell, Beauchamp, Yager, Vandagriff, Mayes, Foster, Anderson, Smallridge, Palmer, McKamey, Allen and White. Voting No: None. Absent: None. Abstain: Vowell. Motion passed.

15. Commissioner Allen made a motion to approve to freeze all part-time hiring for the remainder of the fiscal year, to freeze use of all machine techs and election workers until all associated codes are cleaned up, to require Election Office timesheets be submitted to the Finance Department, and to require Election Administrator Mark Stephens and the Chairperson of the Election Commission to appear before the Budget Committee to discuss issues with budget funding. Seconded by Commissioner Capshaw. Voting Aye: Verran, Capshaw, Vowell, Isbel, Wandell, Beauchamp, Yager, Vandagriff, Mayes, Foster, Anderson, Smallridge, Palmer, McKamey, Allen and White. Voting No: None. Absent: None. Motion passed.

16. Commissioner McKamey made a motion to approve the increase in pay for the Veterans Service Officer. Seconded by Commissioner Verran. Voting Aye: Verran, Vowell, Isbel, Wandell, Beauchamp, Mayes, Anderson and McKamey. Voting No: Capshaw, Yager, Vandagriff, Foster, Smallridge, Palmer, White and Allen. Absent: None. Motion failed.

Non-Profit

17. Commissioner Yager made a motion to approve the amount of funding requests at \$5,000.00 not to exceed \$15,000.00. Seconded by Commissioner Palmer. Motion passed by voice vote.

SECA

**ANDERSON COUNTY  
COMMISSION  
MINUTES  
DECEMBER 16, 2024  
REGULAR SESSION**

Sec A

**Anderson County Board of Commissioners  
Veterans Service Advisory Committee  
Minutes**

**October 7, 2024**

**Members Present:** Commissioner Tracy Wandell, Commissioner Steven Verran, Marc Brooks, Robert McKamey, Michael Wagoner, Robert Matthews, VSO Scott Nation, Guest: Quinn

**Members Absent:** John Aperans

**Call to Order:** Meeting called to order by Commissioner Wandell at 1830.

**Approval of Agenda/Prior minutes:** Motion to approve by Robert McKamey, seconded by Commissioner Steven Verran, passed by voice vote.

**VSO Report:**

- A. Review of Monthly/Quarterly VSO Report FY25
- B. Oak Ridge office update

**Old Business:**

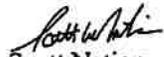
- A. Veterans Appreciation Breakfast
- B. Homeless Veterans (Un-Homeless Veterans)
- C. How to Generate interest from OIF/OEF/GWOT Veterans
- D. Consideration of an accredited assistant
- E. Discussed potential fund raiser towards service dog for Veteran's organizations.

**New Business:**

- A. Amendment to the Agenda Election of a Chairman!
- B. Nomination of Commissioner Tracey Wandell by Robert McKamey Second by Steven Verran and passed by voice vote:
- C. Veterans Appreciation Breakfast Update, next Breakfast Sat, Oct 12, 2024
- D. Oak Ridge office open weekly on Wednesday 8-5
- E. Idea of having an app created for Anderson County VSO or a text code for Veteran involvement
- F. VSO completed the Tennessee Department of Veterans Services annual training event in Chaitanooga.
- G. Consideration of an accredited assistant, and to look at job descriptions
- H. Pay increase for VSO. 20% Recommended by Robert McKamey, Seconded by Mark Brooks passed by voice vote.

**Adjournment:** Meeting Adjourned at 1930 per motion by Commissioner Wandell, due to no further discussion. Next meeting to be held **Monday, January 6, 2025 6:30 pm.**

Submitted by:



Scott Nation,  
Director, Veteran Services

Sec A

101-53100-169	Part-Time Help	\$9,200.00
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Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$2,500.00
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**(Amendment will be from 101-34530-46845 Restricted/Opioid TN Abatement Council and a JE will replenish the reserve for 39000)**

Increase Expenditure Code:

101-58500-332-46845	Contributions to Other Agencies/Legal Notices	\$2,500.00
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12. Commissioner McKamey made a motion to approve request for \$14,000.00 in ARPA funding for geotechnical exploration, limited site clearing for geotechnical purposed and construction materials testing and special inspections to expanded the county's recycling capabilities. Seconded by Commissioner Allen. Voting Aye: Verran, Capshaw, Vowell, Isbel, Wandell, Beauchamp, Yager, Vandagriff, Mayes, Foster, Anderson, Smallridge, Palmer, McKamey, Allen and White. Voting No: None. Absent: None. Motion passed.

13. Commissioner Allen made a motion to approve an agreement by resolution between County Commission and the Office of the Property Assessor that would allow all unspent funds in GL codes 101-52300-05 (Audit Services) and 101-52300-331 (Legal Services) to roll into GL code 101-34615-1000 (Committed-Property Assessor) annually. Seconded by Commissioner Smallridge. Voting Aye: Verran, Capshaw, Vowell, Isbel, Wandell, Beauchamp, Yager, Vandagriff, Mayes, Foster, Anderson, Smallridge, Palmer, McKamey, Allen and White. Voting No: None. Absent: None. Motion passed

14. Commissioner Allen made a motion to approve a second round of ARPA retention payments for county employees \$500.00 gross for each full-time employee with six months or less of service and all permanent part-time employees; and \$1,000.00 gross for all permanent full-time employees with more than six months of service. Seconded by Commissioner Verran. Voting Aye: Verran, Capshaw, Isbel, Wandell, Beauchamp, Yager, Vandagriff, Mayes, Foster, Anderson, Smallridge, Palmer, McKamey, Allen and White. Voting No: None. Absent: None. Abstain: Vowell. Motion passed.



15. Commissioner Allen made a motion to approve to freeze all part-time hiring for the remainder of the fiscal year, to freeze use of all machine techs and election workers until all associated codes are cleaned up, to require Election Office timesheets be submitted to the Finance Department, and to require Election Administrator Mark Stephens and the Chairperson of the Election Commission to appear before the Budget Committee to discuss issues with budget funding. Seconded by Commissioner Capshaw. Voting Aye: Verran, Capshaw, Vowell, Isbel, Wandell, Beauchamp, Yager, Vandagriff, Mayes, Foster, Anderson, Smallridge, Palmer, McKamey, Allen and White. Voting No: None. Absent: None. Motion passed.

16. Commissioner McKamey made a motion to approve the increase in pay for the Veterans Service Officer. Seconded by Commissioner Verran. Voting Aye: Verran, Vowell, Isbel, Wandell, Beauchamp, Mayes, Anderson and McKamey. Voting No: Capshaw, Yager, Vandagriff, Foster, Smallridge, Palmer, White and Allen. Absent: None. Motion failed.

Non-Profit

17. Commissioner Yager made a motion to approve the amount of funding requests at \$5,000.00 not to exceed \$15,000.00. Seconded by Commissioner Palmer. Motion passed by voice vote.

## Budget Schedule for the 2025/2026 Fiscal Year

<b>Dates for specific activities:</b> Tenn. Code Ann. §§ 5-21-110 and 5-21-111		
January 9 <sup>th</sup> 4:00 pm	Budget Committee	Budget Committee establishes calendar, forms and procedures as well as guidelines and direction in projecting budget needs. (TCA §-110 a)
January 10 <sup>th</sup> Through January 24 <sup>th</sup>	Finance Department	Budget forms prepared with historical data pertaining to prior and current year expenditures. Transmittal letter developed with budget guidelines and instructions. (already working on this in Finance)
January 27 <sup>th</sup>	Finance Department	Budget forms and information distributed to all departments. (TCA §-110 e 1)
February 17 <sup>th</sup>	All Departments	All departments submit their proposed budget to Finance Director, except for Schools. (TCA §-110 b & -110 e 2)
February 18 <sup>th</sup> through March 1 <sup>st</sup>	Finance Department	Information received from departments is reviewed and compiled. Initial revenue projections are calculated. Proposed budget document is prepared. (TCA §-110 c 1-3)
March 3 <sup>rd</sup>	Finance Director	Finance Director distributes the proposed budgets to the Budget Committee. (TCA §-110 d 1-3)
March 6 <sup>th</sup> 4:00 pm	Budget Committee	Budget Committee discusses the departments' proposed budgets and determines those to present at departmental budget hearings.
March 7 <sup>th</sup> through March 14 <sup>th</sup>	Departments and Finance Director	Budget meetings between departments with Finance Department as needed, except Schools.
April 10 <sup>th</sup> 4:00 pm	Budget Committee	Budget Hearings and Budget Committee votes to approve or reject proposed budgets, except for Schools. (TCA §-110 e 3 A & -110 e 6)
April 11 <sup>th</sup>	Finance Director	Finance Director notifies departments of rejected budgets. Finance Director notifies Commission of approved budgets, and forwards the approved, proposed budgets to Commission. (TCA §-110 c 3 B-C & 110 e 3 B)
April 17 <sup>th</sup>	Departments	If previously rejected, departments submit new budget proposals to the Finance Director. (TCA §-110 e 3 C)
April 18 <sup>th</sup>	Schools	Schools submit proposed budget to the Finance Director. (TCA §-110 e 4)

## Budget Schedule for the 2025/2026 Fiscal Year

April 21st	Finance Director	Finance Director distributes the School's proposed budget to the Budget Committee.
May 8 <sup>th</sup> 4:00 pm	Budget Committee	Budget Committee reviews School's proposed budget and votes to approve or reject. Budget Committee also reviews resubmitted budgets from departments previously rejected and votes again to approve or reject. (TCA §-110 e 5 A)
May 8 <sup>th</sup>	Finance Director	If the Budget Committee approves the School's budget, then the School's budget will be forwarded to Commission. If the Budget Committee rejected the School's budget, then the schedule and meeting dates for the remainder of the budget process will be revised accordingly. (TCA §-110 e 5 B-C & -110 e 6) Budget Committee shall vote on the School's proposed budget no later than June 1 <sup>st</sup> . (TCA §-110 5 A)
Prior to May 19 <sup>th</sup>	Finance Director	At least 10 days prior to presentation to Commission for approval, publish proposed annual operating budget and notice of public hearing conducted by the Budget Committee. Publication shall also contain a notice recognizing citizens' right to appear and state their views with 5 days written request. (TCA §-111 a 1-2)
June 5 <sup>th</sup> 4:00 pm	Budget Committee	Budget Committee holds public hearing, including budget appropriation resolution and tax levy resolution. (TCA §-111 a 2)
June 16 <sup>th</sup> 6:00 pm	Commission	Commission discusses the budget approved by the Budget Committee, including appropriation resolution and tax levy resolution. Commission may vote to approve the proposed budgets and resolutions or defer if a special called meeting is desired. (TCA §-110 e 7 & -110 f & -111 b-e)
June 23 <sup>rd</sup> 6:00 pm	Commission	Commission adopts the budget, including appropriation resolution and tax levy resolution. If necessary, Commission approves appropriations needed for fiscal year end. (TCA §-111 f-h) Commission must adopt the budget on/before August 31 <sup>st</sup> , unless an extension is approved by the Comptroller's Office of State and Local Finance. (TCA §-111 h 1-2)

# ANDERSON COUNTY GOVERNMENT BUDGET GUIDELINES 2025/2026

January 9, 2025

## 1. Objective

The County desires to prepare a “structurally balanced budget” generating revenues sufficient to cover planned expenses. Deficit budgets that are balanced using fund balance reserves are not sustainable over the longer term.

With the objective of preparing a structurally balanced budget, some expenditures will need to decrease to offset increases in other areas. Departments are encouraged to proactively identify cost-saving opportunities that will decrease operating expenses.

## 2. Guidelines

The budgets proposed for fiscal year 2025/2026 are to be based on the following:

- Revenues should be forecasted based on actual trends and/or actual commitments.
- Expenses should be estimated based on actual expenditures and adjusted for anticipated changes. All increases over prior year expenditures must include a justification.
- Departments should submit a “no increase budget”.
- Health Insurance costs will be budgeted by the Finance Department.
- Capital outlay for equipment should not be budgeted in operational department budgets.

## 3. Budget Process

The Finance Department is a resource to the County throughout the entire budget cycle. The Budget Committee encourages departments to invite the Finance Director and staff to be a part of their budget preparation. The Finance Director is a resource in constructing proposed budgets prior to submission as well as assisting in preparation for Budget Committee presentations and discussions.

The Budget Committee will vote to approve or reject proposed budgets before they are submitted to County Commission for consideration. Budgets that adhere to the *Budget Guidelines for Fiscal Year 2025/2026* may be approved without much, if any, additional discussion. However, budgets that do not adhere to the *Guidelines* and/or budgets that need additional review may be discussed in the Budget Committee meetings and at any scheduled hearing.

The timeline for the budgetary approval process is detailed in the “*Budget Schedule for the 2025/2026 Fiscal Year.*” This schedule is included as part of the budget materials. It details all of the tentative dates for specific budget activities to meet the deadlines set by state law.

# ANDERSON COUNTY GOVERNMENT BUDGET GUIDELINES 2025/2026

January 9, 2025

The budget approval process for Anderson County Schools will follow a separate calendar that is incorporated within the *"Budget Schedule for the 2025/2026 Fiscal Year."*

## 4. Budget Forms & Worksheets

Each department is to complete certain documents as part of their proposed budget. These documents are consistent with those used in previous years. These forms may be distributed, prepared and returned in hardcopy and/or electronic format; electronic format is strongly preferred. The budget forms and worksheets are as follows:

- *"Budget Worksheet"* by general ledger departmental account code for respective revenues and expenditures.
- *"Employee Payroll Tax & Fringe Benefit Calculations"* for full-time and part-time staff.
  - The calculations in the worksheet reflect the anticipated payroll taxes and fringe benefit costs. The Finance Department will budget the health insurance object codes 206, 207 and 208.
  - Salaries and compensation are to be the same as, or lower than, the amounts in the 2024/2025 amended appropriations. Any increase requires justification and presentation to the Budget Committee during the hearing process.
- *"Explanation of Expenditure Codes"* is used to provide expenditure descriptions and details for object codes 300 to 999, especially if several expenditures are consolidated in one account code. This document useful in discussing several expenditures consolidated into one code; one-time, non-recurring costs; and significant purchases that are expected.
- *"Five-Year Capital Outlay Worksheet"* is used for planning capital purchases anticipated over the next 5 fiscal years. These purchases should not be included within the departmental operating budget. Approved capital purchases will have an object code of 700-799.
  - Refer to the *"Capital Project Prioritization"* form for determining the priority of the requested asset.
- *"County Government Grant Pre-Application Notification Form"* must be completed for any grant that is new and/or renewing in the fiscal year. A copy of the *"Grant Amendment"* form that details the contract number, State/Federal funding, and other grant information is to be submitted as additional documentation. Each department must also complete the grants inventory list for all currently active grants.

# ANDERSON COUNTY GOVERNMENT BUDGET GUIDELINES 2025/2026

January 9, 2025

## 5. Summary

The Finance Director will email all departments the budget calendar, and forms. If any other questions or concerns arise through the budget cycle, please feel free to contact the Finance Director, Robby Holbrook, via email at [rholbrook@andersoncountyttn.gov](mailto:rholbrook@andersoncountyttn.gov) or by phone at 865.264.6311.

**The Budget Committee approved the budget documents at the Committee meeting on xxxxxxxxx.**