



## BUDGET COMMITTEE AGENDA

February 06, 2025 at 4:00 PM, Room 312

1. Appearance of Citizens
2. Approval of Agenda
3. Purchasing Contracts with Legal Review
  - A. **Canon, EMA, Contract #25-0096** – Sixty-month plotter lease for \$175/month.
  - B. **Blankenship & Partners, Office of the Mayor, Contract #25-0098** – Architectural Services Contract for the design and construction of EMS Training Center.
  - C. **University of Tennessee Health Science Department, Senior Center, Contract #25-0100** – Five-year contract for audiology, speech pathology and social work services by Licensed Clinical Faculty and Students at no cost.
  - D. **State of Tennessee Department of Health, Health Department, Contract #25-0101** – Seventeen-month grant for the provision of Epidemiology and Laboratory Capacity and Control of Infectious Diseases. This is the former Cares Act grant and increases the amount by \$50,000 for a total of \$277,000.
  - E. **Three+One/Cash Vest, Office of the Trustee, Contract #25-0102** – One-year contract for Liquidity and Treasure Analysis Services in the amount of \$14,900.



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**February 06, 2025 at 4:00 PM, Room 312**

4. Purchasing Contracts ~~Pending Legal Review~~

- A. State of Tennessee Department of the Military, EMA, Contract #25-0103 Thirty-two- month Emergency Operations Center Grant for \$2,942,940 with the County matching \$980,980.
- B. UES, Office of the Mayor, Contract #25-0104 – One-year contract for Environmental Services at Blockhouse Valley. Arcadis has the current contract and they will no longer be providing this service. Cost is \$20,493, which is \$14,000 less than current cost.

5. Surplus Vehicles

| DESCRIPTION    | DEPARTMENT     | Condition                 | Winning Bid |
|----------------|----------------|---------------------------|-------------|
| 2007 Ford E150 | Fleet Services | Running, some body damage | 4,272       |

- 6. Cash and Fund Balance Report, etc.....Robby Holbrook
- 7. Consent Agenda.....Transfers, not requiring Commission approval (1-4)
- 8. AC Schools/Marcus Bullock..... Appropriations & Transfer (5-9)
- 9. Highway/Gary Long..... Appropriations & Transfer (10-13)
- 10.County Clerk/Jeff Cole.....Appropriation (14)
- 11.Planning/Majorie Tinker..... Appropriation (15)
- 12.Animal Control/Mayor Frank.....Appropriations (16-18)
- 13.Finance/Robby Holbrook.....Appropriations (19-20)
- 14.EMA/Brice Kidwell.....Transfer (21)
- 15.Sheriff’s Dept/Russell Barker.....Appropriations and Transfer (22-25)



**BUDGET COMMITTEE AGENDA**

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16.Election Office/Mark Stephens.....Transfer (26)

**SECTIONS:**

- Election Administrator/Mark Stephens.....(A)
- Veteran’s Officer/Commission Meeting Referral.....(B)
- Johnny Alley/Property Re-Appraisal.....(C)
- Mayor Frank/Sale of Properties & Fire Truck Resolution.....(D)
- FY 25.26 Budget Calendar and Guidelines/Robby Holbrook.....(E)
- Fire Commission Secretary.....(F)
- New Business .....(G)
- Unfinished Business .....(H)



To : Katherine Kleehammer  
CC:  
From: Brandon Deal  
Date: 1/8/2025  
Re: Anderson County EMA Wide Format Device

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Good afternoon Katherine,

Please find the wide format quotation items below:

**Description**

36 INCH IMAGEPROGRAFTX-3200 PRINTER W/ BASKET  
CUSA TX-3200 4 YEAR ECAREPAK  
CSA IMAGEPROGRAF LARGE FORMAT PRINTER (36 INCH -  
60 INCH) INSTALL PAK FOR PRINTER MODELS ONLY  
(INSIDE WTS SERVICE TERRITORY ONLY)

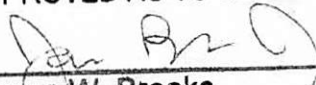
**Price:**

**\$175 per month for 60 months**

The following language is the language that should be included on their Purchase Order:

"Notwithstanding any provision of this purchase order to the contrary, the use of this purchase order shall be for Customer's [or Buyer's] administrative convenience and any terms and conditions on this purchase order which conflict with or vary from the terms contained in Agreement # 2020002755 between Canon Solutions America, Inc. and The University of California, shall be deemed null and void."

APPROVED AS TO LEGAL FORM

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



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Term: 2/24/25 - 12/31/21

25-0098

# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Fourth day of November in the year Two Thousand Twenty-Four  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Anderson County Government  
100 N. Main Street, Suite 208  
1244 Gay Street  
Clinton, Tennessee 37716-3617

and the Architect:  
*(Name, legal status, address and other information)*

Blankenship & Partners, LLC  
1112 E. Weisgarber Road, Suite 201  
Knoxville, Tennessee 37909

for the following Project:  
*(Name, location and detailed description)*

ANDERSON COUNTY EMS TRAINING CENTER  
Norris, Tennessee

The Project is the design of a new Training Center for the Anderson County EMS personnel. The center will be sited on a parcel of land which is presently owned by Anderson County and located on the north side of Norris Freeway (US 441/SR 71). The parcel of land is noted as Parcel #2 on the survey and is 9.24 acres in size. The new building will be relatively small and is budgeted by the Owner at \$1,500,000. A program will be produced at the beginning of the project by the Owner and Architect.

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

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

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

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**TABLE OF ARTICLES**

- 1 INITIAL INFORMATION**
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- 13 SCOPE OF THE AGREEMENT**

**ARTICLE 1 INITIAL INFORMATION**

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

**§ 1.1.1** The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

A written project program does not exist at the beginning of this project. The Architect will work with the Owner to create a written program describing the scope of the project in detail.

**§ 1.1.2** The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

A recent site survey has been produced. The survey was performed by Robert G. Campbell & Assoc. , L.P. The survey is dated 01-30-18, revised 1-7-19, Project Number 18702 and titled SURVEY OF BHS DEVELOPMENT (C/O PRIME RESOURCE)

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

The Owner has established a preliminary project budget of One Million Five Hundred Thousand Dollars (\$1,500,000.00). The Architect shall confirm the project construction cost more accurately at the end of the Schematic Phase, the Design Development Phase and the Construction Document Phase.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

All milestone dates are to be determined later with the participation and input by the Owner.

.2 Construction commencement date:

To be determined and agreed upon at 50% completion of construction documents.

.3 Substantial Completion date or dates:

To be determined and agreed upon before the end of the Construction Document Phase.

.4 Other milestone dates:

Nothing added here.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Design - Competitive Bid - Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

Not applicable.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

Mrs. Terry Frank - Mayor of Anderson County  
Mr. Roger Lloyd - Buildings Director ADA Coordinator

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

Mayor Terry Frank  
Mr. Roger Lloyd

§ 1.1.9 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

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.1 Land Surveyor and Geotechnical Engineer:

Land Surveyor - Robert G. Campbell & Assoc., L.P.  
7523 Taggart Lane  
Knoxville, TN 37938  
Geotechnical - Universal Professional Solutions 19, LLC formerly GEOServices LLC  
2561 Willow Point Way  
Knoxville, TN 37931

.2 Civil Engineer:

Welroc Enterprises,  
376 Lochmcre Drive  
Morristown, TN 37814

.3 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

Nothing added here.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Mr. Bill Blankenship, Principal  
During Design Phases:  
Mr. Brett Stone  
During Construction Administration:  
Mrs. Illabelle Lee

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Bennett & Pless, Inc.  
Mr. Joele Fowler, Principal  
Knoxville, Tennessee

.2 Mechanical Engineer:

Proficient Engineering, Inc.  
Mr. Thomas Wasmund, Principal  
Knoxville, Tennessee

.3 Electrical Engineer:

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Vreeland Engineers  
Harold Damron, Principal  
Knoxville, Tennessee

§ 1.1.11.2 Consultants retained under Supplemental Services:

Interior Designer - Lauderdale Design Group, Mrs. Dani Miller, Principal, Knoxville, Tennessee

§ 1.1.12 Other Initial Information on which the Agreement is based:

Nothing added here.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 1.9.

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§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000.00 ) for each occurrence and Four Million Dollars (\$ 4,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 CSL ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00 ) each accident, One Million Dollars (\$ 1,000,000.00 ) each employee, and One Million Dollars (\$ 1,000,000.00 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per claim and Three Million Dollars (\$ 3,000,000.00 ) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. The Owner shall be added in writing as a certificate holder and will be notified in the event coverage is cancelled or suspended.

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's or Contractor's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 Schematic Design Phase Services**

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

**§ 3.3 Design Development Phase Services**

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and

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electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

**§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs Deleted)

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| Supplemental Services                         | Responsibility<br><i>(Architect, Owner, or not provided)</i> |
|---|--|
| <b>§ 4.1.1.1</b> Programming                  | N/A  |
| <b>§ 4.1.1.2</b> Multiple preliminary designs | N/A  |
| <b>§ 4.1.1.3</b> Measured drawings            | N/A  |
| <b>§ 4.1.1.4</b> Existing facilities surveys  | N/A  |
| <b>§ 4.1.1.5</b> Site evaluation and planning | Included in Architect's Basic Services                       |

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|  |  |
|--|--|
| § 4.1.1.6 Building Information Model management responsibilities               | N/A  |
| § 4.1.1.7 Development of Building Information Models for post construction use | N/A  |
| § 4.1.1.8 Civil engineering  | Included in Architect's Basic Services     |
| § 4.1.1.9 Landscape design   | Included in Architect's Basic Services     |
| § 4.1.1.10 Architectural interior design                                       | Not Included in Architect's Basic Services |
| § 4.1.1.11 Value analysis  | N/A  |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.         | Furnished by an Independent Estimator      |
| § 4.1.1.13 On-site Full-Time project representation                            | N/A  |
| § 4.1.1.14 Conformed documents for construction                                | N/A  |
| § 4.1.1.15 As-designed record drawings   | N/A  |
| § 4.1.1.16 As-constructed record drawings                                      | Contractor Provided                        |
| § 4.1.1.17 Post-occupancy evaluation   | N/A  |
| § 4.1.1.18 Facility support services   | N/A  |
| § 4.1.1.19 Tenant-related services   | N/A  |
| § 4.1.1.20 Architect's coordination of the Owner's consultants                 | Included in Architect's Basic Services     |
| § 4.1.1.21 Telecommunications/data design                                      | N/A  |
| § 4.1.1.22 Security evaluation and planning                                    | N/A  |
| § 4.1.1.23 Commissioning   | N/A  |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3              | N/A  |
| § 4.1.1.25 Fast-track design services  | N/A  |
| § 4.1.1.26 Multiple bid packages   | N/A  |
| § 4.1.1.27 Historic preservation   | N/A  |
| § 4.1.1.28 Furniture, furnishings, and equipment design                        | Additional Services to Architects          |
| § 4.1.1.29 Other services provided by specialty Consultants                    | N/A  |
| § 4.1.1.30 Other Supplemental Services   | N/A  |

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Please refer to 4.1.1.5, 4.1.1.8, 4.1.1.9, 4.1.1.20.

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

Nothing added here.

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.



**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Unlimited visits to the site by the Architect during construction.
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two ( 2 ) inspections for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the Construction Administration services covered by this Agreement have not been completed within Eighteen ( 18 ) months past the Notice to Proceed given to the Contractor, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

**ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of construction labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size or quality of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase

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Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner may

- .1 this line not used;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time; or
- .3 terminate in accordance with Section 9.5; or
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. Any, and all, electronic transmissions of documentation in digital form will be in PDF format. The Architect will only transmit manipulable electronic files (i.e. CADD files) to registered architects and registered engineers who are serving as employees of Blankenship & Partners LLC, or as consultants to B&P, while performing professional design services under contract on this specific project.

**§ 7.2** Upon completion or termination of the Design Contract, the Design and the Contract Documents as instruments of professional services shall be the property of County, Tennessee, and may be used again by the Designer only for the benefit of the Owner and on authority of the Owner. Originals of these documents may remain in the files of the Designer. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.

The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1.

The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

**ARTICLE 8 CLAIMS AND DISPUTES**

**§ 8.1 General**

**§ 8.1.1**

**§ 8.1.2**

§ 8.1.3 In the event of damage to property that makes any portion of the Owner's present property unusable, and in the event the Owner incurs costs necessary for the continued operation of its school, then Architect agrees to be responsible, to the extent caused by the negligent acts, errors or omissions of Architect, for such costs until such time as the damage may be remediated and the full use of its property may be restored. In no event will either party be liable to the other for consequential damages resulting from the termination of this agreement.

**§ 8.2 Mediation**

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 In the event of a dispute arising out of or related to this Agreement, the parties may agree to mediate with a Rule 31 certified mediator. The costs of which shall be borne equally. The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

Mediation should simply be nonbinding mediation with a mediator of the parties choosing. Resorting to the AAA for mediation services is cumbersome and expensive. Mediation must be conducted in Jefferson County, Tennessee.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through non-binding mediation pursuant to this Section 8.2.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

(Paragraph Deleted)

Litigation in a court of competent jurisdiction

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[ ] Other: (Specify) Non-binding mediation (Refer to Article 8,2).

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

\* Article 12 - Court in Anderson County, TN.

(Paragraphs Deleted)

**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Nothing added here.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Nothing added here.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
*(Insert amount) Not applicable.*

Nothing added here.

.2 Percentage Basis  
*(Insert percentage value)*

Architect's compensation shall be Seven point One Percent (7.1%) of the Owner's Maximum Allowable Construction Cost (MACC). For purposes of this agreement and the calculation of fees, the Maximum Allowable Construction Cost, confirmed or adjusted by agreement at the completion of Construction of the Project, is defined as the total sum approved by the Owner at the completion of Project for construction purposes including the cost of all work designed and specified by the Designer, including that covered by contingencies, but not including professional fees, or any charges incidental to the Project.

As an example:  $MACC = \$1,500,000 \times .071 = \$106,500$ . =A-E Design Fee.

.3 Other  
*(Describe the method of compensation)*

Nothing added here.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Architect shall be compensated on an hourly basis for Supplementary Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Architect shall be compensated on an hourly basis for Additional Services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent ( 20 %), or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

Init.



Nothing added here.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

|                                 |                    |                  |            |           |
|---------------------------------|--------------------|------------------|------------|-----------|
| Schematic Design Phase          | Fifteen            | percent (        | 15         | %)        |
| Design Development Phase        | Twenty-Five        | percent (        | 25         | %)        |
| Construction Documents Phase    | Thirty             | percent (        | 30         | %)        |
| Procurement Phase               | Five               | percent (        | 5          | %)        |
| Construction Phase              | Twenty-Five        | percent (        | 25         | %)        |
| <b>Total Basic Compensation</b> | <b>one hundred</b> | <b>percent (</b> | <b>100</b> | <b>%)</b> |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Architect's Standard Hourly Billing Rates - 2024 are attached for future information if needed.

| Employee or Category        | Rate (\$0.00) |
|-----------------------------|---------------|
| Nothing further added here. |               |

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

Init.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

Nothing further added.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars ( \$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

*(Paragraph Deleted)*

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

One (1) % per month starting at the original invoice date.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

Add the following paragraph 8.2.5 Governing Law and Disputes/Venue Selection

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the Laws of the State of Tennessee. In the event suit is filed by either party, the parties agree said suit shall be filed in the Circuit Court or Chancery Court of Anderson County, Tennessee. The parties voluntarily submit to the jurisdiction of these courts and waive any right or privilege of venue.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

Init.

25-0098

(Paragraph Deleted)

.2 Exhibits:  
Blankenship & Partners, LLC Standard Hourly Billing Rates - 2024- EXHIBIT NO. 1  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraph Deleted)

3. Blankenship & Partners, LLC Certificate of Insurance coverage document - EXHIBIT NO. 2

This Agreement entered into  
as of the day and year first written above.

Signature page follows:

(Paragraph Deleted)

Term: February 24, 2025 —  
December 31, 2027

(Paragraph Deleted)

\_\_\_\_\_  
OWNER (Signature)  
\_\_\_\_\_  
Printed name and title  
\_\_\_\_\_  
Date

\_\_\_\_\_  
ARCHITECT (Signature)  
WM. R. Blankenship AIA, Pre  
Printed name, title, and license number, if required)

\_\_\_\_\_  
OWNER  
\_\_\_\_\_  
Printed name and title  
\_\_\_\_\_  
Date

\_\_\_\_\_  
OWNER  
\_\_\_\_\_  
Printed name and title  
\_\_\_\_\_  
Date

APPROVED AS TO LEGAL FORM

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

Init.

25-0098

**Blankenship & Partners, LLC**

Architects and Planners  
P.O.Box 53434  
Knoxville, TN 37950  
Ph: 865-251-2585

**EXHIBIT NO. 1**



**STANDARD HOURLY BILLING RATES - 2024**

| <u>A.I.A. TITLES</u>       | <u>OTHER SIMILAR PROFESSIONAL TITLES</u> | <u>HOURLY RATES</u> |
|----------------------------|--|---------------------|
| Principal                  | Principal-In-Charge                      | \$195 - \$255       |
| Associate                  | Sr. Assoc./Sr. Designer                  | \$155 - \$195       |
| Project Manager            | Project Manager                          | \$125 - \$155       |
| Job Captain                | Intern                                   | \$95 - \$115        |
| Technical Specialist       | Technical Specialist                     | \$85 - \$100        |
| Construction Administrator | Construction Administrator               | \$95 - \$125        |
| Drafter                    | Drafter                                  | \$75 - \$95         |
| Controller/Office Manager  | Controller                               | \$70 - \$90         |

The University of Tennessee  
Zero-Dollar Agreement

This standard zero-dollar agreement is dated \_\_\_\_\_ and is between The University of Tennessee on behalf of its Health Science Center, Department of Audiology and Speech Pathology, UT Hearing and Speech Center, an instrumentality of the state of Tennessee ("University"), and Anderson County Senior Center ("Facility").

**Agreement:** The parties agree as follows:

A. Term:

1. Term: The term of this agreement begins on 2/1/2025 and ends on 1/31/2030
2. Scope: See Schedule 1.

B. Financial: This agreement is a zero-dollar agreement. Neither party will pay the other under this agreement.

C. Compliance:

1. Debarment: Facility hereby attests that the following are true statements:
  - i. Facility is not currently debarred by the U.S. federal government.
  - ii. Facility is not currently suspended by the U.S. federal government.
  - iii. Facility is not currently named as an "excluded" supplier by the U.S. federal government.
2. HIPAA Compliance: Both parties warrant that that they are familiar with requirements of the Health Insurance Portability and Accountability Act of 1996 regulations and will comply with all applicable HIPAA requirements in the course of this contract. Both parties warrant that they will cooperate with either party in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with either party's privacy officials and other compliance officers required by HIPAA and its regulations.

D. Termination:

- i. For Cause: If Facility materially breaches this agreement, University may terminate this agreement immediately.
- ii. Unrestricted Right: Either party may terminate this agreement for any reason by giving the other party at least 30 days' prior notice.

E. General:

1. Assignment: This agreement is personal to Facility. Accordingly, Facility may not assign any rights or delegate any duties under this agreement.

2. **Governing Law:** The laws of the state of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement. The University's liability will be governed by the Tennessee Claims Commission Act.
3. **Self-Insurance:** The University is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et seq., which covers certain tort liability for actual damages of up to \$300,000 per claimant and \$1,000,000 per occurrence.
4. **Use of University Intellectual Property:** Except as allowed in this section, Facility shall not use the University's name, marks, logos, or any other University-owned intellectual property for any reason, without the written consent of an authorized official of the University. During the term of this agreement, Facility may list the University's name in Facility's list of clients.
5. **Use of Facility Intellectual Property:** Except as allowed in this section, University shall not use the Facility's name, marks, logos, or any other Facility-owned intellectual property for any reason, without the written consent of an authorized official of the Facility. During the term of this agreement, University may list the Facility's name in University's list of partners.
6. **Third-Party Beneficiaries:** There are no third-party beneficiaries to this agreement.
7. **Severability:** The parties intend as follows:
  - i. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
  - ii. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
8. **Modification; Waiver:** No amendment of this agreement will be effective unless it is in writing and signed by authorized officials of the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by an authorized official of the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.
9. **Counterparts:** If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

10. **Force Majeure:** Neither party's delay or failure to perform any provision of this agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) will be deemed a breach of this agreement.

11. **Notice:**

- i. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation Facility, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;
- ii. Subject to sub-section (iv) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
  - 1. if it is delivered by hand, delivered by a national transportation Facility, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
  - 2. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
- iii. For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

**Facility:**

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**University:**

University department name and address for notices:

UTHSC-Dept of Audiology & Speech Pathology  
Kalyn Barton  
600 Henley St. Ste. 110B  
Knoxville, TN 37996  
kbarto13@uthsc.edu

25-0100

With a copy to:

The University of Tennessee Health Science Center  
62 S. Dunlap, Suite 320  
Memphis, TN 38163  
ATTN: Office of Business Contracts

- iv. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party; or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

F. **Entire Agreement:** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event that Facility maintains terms and conditions on its website, software, invoices, etc., such terms and conditions do not apply to the University.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

The University of Tennessee on  
behalf of its Health Science Center

\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

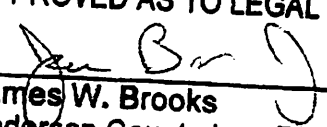
Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

APPROVED AS TO LEGAL FORM

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



**Schedule 1: Scope**

25-6100

**Scope:**


1. The purpose of agreement shall be to establish an affiliation between the University and Facility to provide a site for the provision of audiology, speech pathology, and social work services by appropriate licensed clinical faculty and their students to members of the Facility.
2. The determination of the number of licensed clinical faculty and students, their schedules, the time commitment and the availability of clinical space and/or rotations shall be made by mutual agreement between the University and Facility.
3. Upon scheduling, the University will treat members of the Facility as patients of the UT Hearing and Speech Center ("Clinic") and will handle all patient affairs according to Clinic policy.

**University's Obligations:**

- a. The University shall establish a procedure for notifying the Facility if a clinical faculty/student is unable for any reason to report to provide scheduled services.
- b. The University agrees to maintain confidentiality and to take all reasonable precautions to prevent the unauthorized disclosure of any and all records prepared and/or maintained pursuant to this agreement unless disclosure is required by state or federal law or regulation, including without limitation, The Tennessee Public Records Act, Tennessee Code Annotated §10-7-503.
- c. The University shall remove from the Facility premises and terminate any further involvement in the Program of and as to any clinical faculty/student whose qualifications, performance, or compliance with the Facility's policies is unsatisfactory to the Facility.

**Facility's Obligations:**

- a. The Facility will provide the University with space for the provision of audiology, speech pathology, and social worker services by licensed clinical faculty and the students they are supervising.
- b. The Facility will assist in the marketing and coordination of members to receive services per the agreed upon schedule.
- c. The Facility shall maintain a sufficient level of staff employees to carry out regular duties. Clinical faculty/students will not be expected nor allowed to perform services in lieu of staff employee.

|   |              |  |  |  |                                    |
|---|--------------|--|--|--|------------------------------------|
|  <b>GOVERNMENTAL GRANT CONTRACT</b><br>(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)     |              |  |  |  |                                    |
| <b>Begin Date</b><br>March 1, 2025  |              | <b>End Date</b><br>July 31, 2026           |  | <b>Agency Tracking #</b><br>34360-94025                                | <b>Edison ID</b>                   |
| <b>Grantee Legal Entity Name</b><br>Anderson County Government  |              |  |  |  | <b>Edison Vendor ID</b><br>4143    |
| <b>Subrecipient or Recipient</b><br><input checked="" type="checkbox"/> Subrecipient<br><input type="checkbox"/> Recipient  |              |  | <b>Assistance Listing Number</b><br><br><b>Grantee's fiscal year end June 30</b> |  |                                    |
| <b>Service Caption (one line only)</b><br>Epidemiology and Laboratory Capacity and Control of Infectious Diseases Funds   |              |  |  |  |                                    |
| <b>Funding —</b>  |              |  |  |  |                                    |
| <b>FY</b>   | <b>State</b> | <b>Federal</b>                             | <b>Interdepartmental</b>   | <b>Other</b>   | <b>TOTAL Grant Contract Amount</b> |
| 2025  |              |  | \$277,000.00   |  | \$277,000.00                       |
| 2026  |              |  |  |  |                                    |
| 2027  |              |  |  |  |                                    |
|   |              |  |  |  |                                    |
|   |              |  |  |  |                                    |
| <b>TOTAL:</b>   |              |  | <b>\$277,000.00</b>  |  | <b>\$277,000.00</b>                |
| <b>Grantee Selection Process Summary</b>  |              |  |  |  |                                    |
| <input type="checkbox"/> Competitive Selection  |              |  |  |  |                                    |
| <input checked="" type="checkbox"/> Non-competitive Selection   |              |  |  |  |                                    |
|   |              |  |  | Grants are based on the individual county pursuant to T.C.A. 66-25-901 |                                    |
| <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.<br><br><p style="text-align: center;"><i>Eric Bucholz</i></p> |              |  |  | CPO USE - GG   |                                    |
| <b>Speed Chart (optional)</b><br>HL00019268   |              | <b>Account Code (optional)</b><br>71301000 |  |  |                                    |

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Anderson County Government, hereinafter referred to as the "Grantee," is for the provision of Epidemiology and Laboratory Capacity and Control of Infectious Diseases Funds, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4143

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

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
  - a. The ELC Program administers the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Cooperative Agreement, which provides financial support and technical assistance to state, local, and U.S. territory and affiliate health departments to detect, prevent, and respond to emerging infectious diseases.
- A.3. The Grantee agrees to utilize funds in accordance with the State approved plan for improvement as detailed in **Attachment 1**.
- A.4. The Grantee agrees to fulfill their obligations under this contract Epidemiology and Laboratory Capacity and Control of Infectious Diseases (ELC) funding. Should the Grantee fail to do so, the State shall seek restitution, pursuant to the laws of the State of Tennessee from the Grantee for payments made under this agreement.
- A.5. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment 2**, is incorporated in this Grant Contract.
- A.6. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.
- A.7. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.
- A.8. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

**B. TERM OF CONTRACT:**

- B.1. This Grant Contract shall be effective on March 1, 2025 ("Effective Date") and end July 31, 2026 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

- B.2. **Term Extension.** The Grantor State Agency may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Agreement, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Seventy-Seven Thousand Dollars (\$277,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment 3** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. **Compensation Firm.** The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. **Payment Methodology.** The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (**Attachment 4**) prior to any reimbursement of allowable costs.
- C.4. **Travel Compensation.** Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. **Invoice Requirements.** The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Matthew.Waycaster@tn.gov

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

- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
  - (4) An invoice under this Grant Contract shall be presented to the State within forty-five (45) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than forty-five (45) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. **Budget Line-items.** Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. **Disbursement Reconciliation and Close Out.** The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State (**Attachment 5**).
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. **Indirect Cost.** Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or

indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. **Cost Allocation.** If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. **Non-allowable Costs.** Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. **State's Right to Set Off.** The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. **Prerequisite Documentation.** The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. **Required Approvals.** The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. **Termination for Convenience.** The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective

termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. **Termination for Cause.** If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. **Subcontracting.** The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. **Conflicts of Interest.** The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. **Lobbying.** The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient

confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Krista Smith, Contract Manager  
Department of Health, Community Health Services  
710 James Robertson Parkway  
Nashville, TN 37243  
Krista.Smith2@tn.gov  
Telephone #: (615)253-2609  
Fax #: N/A

The Grantee:

Terry Frank, County Mayor  
100 N Main St. Room 208  
Clinton, TN 37716  
Telephone # (865) 457-5400

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

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

- D.9. **Subject to Funds Availability.** This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. **Nondiscrimination.** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance.** As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the



Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. **Licensure.** The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

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

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

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

- D.16. **Monitoring.** The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. **Progress Reports.** The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. **Annual and Final Reports.** The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. **Audit Report.** The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).  
When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.  
A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. **Tennessee Department of Revenue Registration.** The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

- D.26. **Charges to Service Recipients Prohibited.** The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. **No Acquisition of Equipment or Motor Vehicles.** This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. **State and Federal Compliance.** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. **Governing Law.** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. **Severability.** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. **Headings.** Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. **Debarment and Suspension.** The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

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

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

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

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

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

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. **Printing Authorization.** The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. **Environmental Tobacco Smoke.** Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4 **Federal Funding Accountability and Transparency Act (FFATA).**

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

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
  - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

25-0101

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

IN WITNESS WHEREOF,

ANDERSON COUNTY GOVERNEMENT:

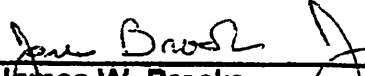
\_\_\_\_\_  
GRANTEE SIGNATURE DATE

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

DEPARTMENT OF HEALTH:

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

APPROVED AS TO LEGAL FORM

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



## ANDERSON COUNTY GOVERNMENT

TERRY FRANK  
COUNTY MAYOR

November 6, 2024

Ms. Ashley Lyons  
Regional Director  
East Regional Health Office  
2101 Medical Center Way  
Knoxville, TN 37920

A16

Dear Ms. Lyons:

Please accept this letter as a request for \$277,000 in Epidemiology and Laboratory Capacity and Control of Infectious Diseases (ELC) funding allocated to the Anderson County Health Department, which is located at 710 N Main Street, Clinton TN 37716.

The funding will be used for renovations, upgrades, and purchases to navigate the impact of COVID-19 outbreak. This will ensure preparation for any future outbreaks. Renovations, upgrades, and purchases may include:

- HVAC System
- Med Room Renovations
- Mini split HVAC for med room
- Generator to back up med room
- Access control for building
- ADA compliance upgrades
- Electronic signs
- Flooring
- Information monitors
- Negative Air Isolation
- Wall or glass to separate sick and well patients
- Furniture for shared space
- Vaccine Refrigerators
- Canopy/Awning
- Sheds for Storage
- Paving to include an Entrance and an Exit



These developments will establish a setting conducive for a public health emergency and will assure the protection, promotion, and improvement of the health and well-being of the people of Tennessee.

If funded, Anderson County Government will execute a cost-reimbursement contract with the Tennessee Department of Health, assist in the procurement bid process, and collect and submit timely invoices for reimbursement.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Frank", with a large, sweeping flourish extending to the left.

Mrs. Terry Frank  
Anderson County Mayor

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

|   |   |
|---|---|
| Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))  | Scott County Government   |
| Subrecipient's Unique Entity Identifier (SAM)   | G98CZYL2YR93  |
| Federal Award Identification Number (FAIN)  | NU50CK000528  |
| Federal award date  | 10/17/2023  |
| Subaward Period of Performance Start and End Date   | 08/01/2019 – 07/31/2026   |
| Subaward Budget Period Start and End Date   | 08/01/2023 – 07/31/2026   |
| Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.                                 | 93.323 Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)   |
| Grant contract's begin date   | 3/1/2025  |
| Grant contract's end date   | 7/31/2026   |
| Amount of federal funds obligated by this grant contract  | \$115,000.00  |
| Total amount of federal funds obligated to the subrecipient   | \$0.00  |
| Total amount of the federal award to the pass-through entity (Grantor State Agency)   | \$874,565,899.00  |
| Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)) | Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)   |
| Name of federal awarding agency   | Centers for Disease Control and Prevention (CDC)  |
| Name and contact information for the federal awarding official.   | Myrtle Smalls, Grants Management Specialist<br>Office of Grant Services<br>2939 Flowers Rd., MS TV2<br>Atlanta, GA 30341<br>Email: <a href="mailto:tiu0@cdc.gov">tiu0@cdc.gov</a> |
| Name of pass-through entity   | Department of Health - CEDEP  |
| Name and contact information for the pass-through entity awarding official.   | Dr. Ralph Alvarado<br>Commissioner<br><a href="mailto:Ralph.alvarado@tn.gov">Ralph.alvarado@tn.gov</a><br>615-532-6942  |
| 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)                      | 14.6 %  |

| GRANT BUDGET   |   |                     |                          |                     |
|--|---|---------------------|--------------------------|---------------------|
| Scott County Government  |   |                     |                          |                     |
| The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following |   |                     |                          |                     |
| Applicable Period: BEGIN: 03/1/2025 END: 7/31/2026   |   |                     |                          |                     |
| POLICY<br>03 Object<br>Line-Item<br>Reference  | EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>  | GRANT<br>CONTRACT   | GRANTEE<br>PARTICIPATION | TOTAL PROJECT       |
| 1. 2   | Salaries, Benefits & Taxes  | 0.00                | 0.00                     | 0.00                |
| 4. 15  | Professional Fee, Grant & Award <sup>2</sup>  | 0.00                | 0.00                     | 0.00                |
| 5, 6, 7, 8,<br>9, 10   | Supplies, Telephone, Postage & Shipping,<br>Occupancy, Equipment Rental & Maintenance,<br>Printing & Publications | 0.00                | 0.00                     | 0.00                |
| 11. 12   | Travel, Conferences & Meetings  | 0.00                | 0.00                     | 0.00                |
| 13   | Interest <sup>2</sup>   | 0.00                | 0.00                     | 0.00                |
| 14   | Insurance   | 0.00                | 0.00                     | 0.00                |
| 16   | Specific Assistance To Individuals  | 0.00                | 0.00                     | 0.00                |
| 17   | Depreciation <sup>2</sup>   | 0.00                | 0.00                     | 0.00                |
| 18   | Other Non-Personnel <sup>2</sup>  | 0.00                | 0.00                     | 0.00                |
| 20   | Capital Purchase <sup>2</sup>   | \$115,000.00        | 0.00                     | \$115,000.00        |
| 22   | Indirect Cost   | 0.00                | 0.00                     | 0.00                |
| 24   | In-Kind Expense   | 0.00                | 0.00                     | 0.00                |
| 25   | <b>GRAND TOTAL</b>  | <b>\$115,000.00</b> | <b>0.00</b>              | <b>\$115,000.00</b> |

<sup>1</sup> Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/general-services/procurement/central-procurement-office-cpo-7/library.html>).

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

**GRANT BUDGET LINE-ITEM DETAIL:**

| CAPITAL PURCHASE             | AMOUNT              |
|------------------------------|---------------------|
| Renovations and/or purchases | \$115,000.00        |
| <b>TOTAL</b>                 | <b>\$115,000.00</b> |

| GRANT BUDGET   |   |                     |                          |                     |
|--|---|---------------------|--------------------------|---------------------|
| Scott County Government  |   |                     |                          |                     |
| The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following |   |                     |                          |                     |
| Applicable Period: BEGIN: 03/01/2025 END: 6/30/2025  |   |                     |                          |                     |
| POLICY<br>03 Object<br>Line-Item<br>Reference  | EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>  | GRANT<br>CONTRACT   | GRANTEE<br>PARTICIPATION | TOTAL PROJECT       |
| 1. 2   | Salaries, Benefits & Taxes  | 0.00                | 0.00                     | 0.00                |
| 4. 15  | Professional Fee, Grant & Award <sup>2</sup>  | 0.00                | 0.00                     | 0.00                |
| 5, 6, 7, 8,<br>9, 10   | Supplies, Telephone, Postage & Shipping,<br>Occupancy, Equipment Rental & Maintenance,<br>Printing & Publications | 0.00                | 0.00                     | 0.00                |
| 11, 12   | Travel, Conferences & Meetings  | 0.00                | 0.00                     | 0.00                |
| 13   | Interest <sup>2</sup>   | 0.00                | 0.00                     | 0.00                |
| 14   | Insurance   | 0.00                | 0.00                     | 0.00                |
| 16   | Specific Assistance To Individuals  | 0.00                | 0.00                     | 0.00                |
| 17   | Depreciation <sup>2</sup>   | 0.00                | 0.00                     | 0.00                |
| 18   | Other Non-Personnel <sup>2</sup>  | 0.00                | 0.00                     | 0.00                |
| 20   | Capital Purchase <sup>2</sup>   | \$115,000.00        | 0.00                     | \$115,000.00        |
| 22   | Indirect Cost   | 0.00                | 0.00                     | 0.00                |
| 24   | In-Kind Expense   | 0.00                | 0.00                     | 0.00                |
| 25   | <b>GRAND TOTAL</b>  | <b>\$115,000.00</b> | <b>0.00</b>              | <b>\$115,000.00</b> |

<sup>1</sup> Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-library.html>).

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

**GRANT BUDGET LINE-ITEM DETAIL:**

| CAPITAL PURCHASE             | AMOUNT              |
|------------------------------|---------------------|
| Renovations and/or purchases | \$115,000.00        |
| <b>TOTAL</b>                 | <b>\$115,000.00</b> |

| GRANT BUDGET   |   |                   |                          |               |
|--|---|-------------------|--------------------------|---------------|
| Scott County Government  |   |                   |                          |               |
| The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following |   |                   |                          |               |
| Applicable Period: BEGIN: 07/01/2025 END: 6/30/2026  |   |                   |                          |               |
| POLICY<br>03 Object<br>Line-Item<br>Reference  | EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>  | GRANT<br>CONTRACT | GRANTEE<br>PARTICIPATION | TOTAL PROJECT |
| 1, 2   | Salaries, Benefits & Taxes  | 0.00              | 0.00                     | 0.00          |
| 4, 15  | Professional Fee, Grant & Award <sup>2</sup>  | 0.00              | 0.00                     | 0.00          |
| 5, 6, 7, 8,<br>9, 10   | Supplies, Telephone, Postage & Shipping,<br>Occupancy, Equipment Rental & Maintenance,<br>Printing & Publications | 0.00              | 0.00                     | 0.00          |
| 11, 12   | Travel, Conferences & Meetings  | 0.00              | 0.00                     | 0.00          |
| 13   | Interest <sup>2</sup>   | 0.00              | 0.00                     | 0.00          |
| 14   | Insurance   | 0.00              | 0.00                     | 0.00          |
| 16   | Specific Assistance To Individuals  | 0.00              | 0.00                     | 0.00          |
| 17   | Depreciation <sup>2</sup>   | 0.00              | 0.00                     | 0.00          |
| 18   | Other Non-Personnel <sup>2</sup>  | 0.00              | 0.00                     | 0.00          |
| 20   | Capital Purchase <sup>2</sup>   | \$0.00            | 0.00                     | \$0.00        |
| 22   | Indirect Cost   | 0.00              | 0.00                     | 0.00          |
| 24   | In-Kind Expense   | 0.00              | 0.00                     | 0.00          |
| 25   | <b>GRAND TOTAL</b>  | <b>\$0.00</b>     | <b>0.00</b>              | <b>\$0.00</b> |

<sup>1</sup> Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/general-services/procurement/central-procurement-office-cpo-library.html>).

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

**GRANT BUDGET LINE-ITEM DETAIL:**

| CAPITAL PURCHASE | AMOUNT        |
|------------------|---------------|
|                  | \$0.00        |
| <b>TOTAL</b>     | <b>\$0.00</b> |



| GRANT BUDGET   |   |                   |                          |               |
|--|---|-------------------|--------------------------|---------------|
| Scott County Government  |   |                   |                          |               |
| The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following |   |                   |                          |               |
| Applicable Period: BEGIN: 07/01/2026 END: 7/31/2026  |   |                   |                          |               |
| POLICY<br>03 Object<br>Line-item<br>Reference  | EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>  | GRANT<br>CONTRACT | GRANTEE<br>PARTICIPATION | TOTAL PROJECT |
| 1, 2   | Salaries, Benefits & Taxes  | 0.00              | 0.00                     | 0.00          |
| 4, 15  | Professional Fee, Grant & Award <sup>2</sup>  | 0.00              | 0.00                     | 0.00          |
| 5, 6, 7, 8,<br>9, 10   | Supplies, Telephone, Postage & Shipping,<br>Occupancy, Equipment Rental & Maintenance,<br>Printing & Publications | 0.00              | 0.00                     | 0.00          |
| 11, 12   | Travel, Conferences & Meetings  | 0.00              | 0.00                     | 0.00          |
| 13   | Interest <sup>2</sup>   | 0.00              | 0.00                     | 0.00          |
| 14   | Insurance   | 0.00              | 0.00                     | 0.00          |
| 16   | Specific Assistance To Individuals  | 0.00              | 0.00                     | 0.00          |
| 17   | Depreciation <sup>2</sup>   | 0.00              | 0.00                     | 0.00          |
| 18   | Other Non-Personnel <sup>2</sup>  | 0.00              | 0.00                     | 0.00          |
| 20   | Capital Purchase <sup>2</sup>   | \$0.00            | 0.00                     | \$0.00        |
| 22   | Indirect Cost   | 0.00              | 0.00                     | 0.00          |
| 24   | In-Kind Expense   | 0.00              | 0.00                     | 0.00          |
| 25   | <b>GRAND TOTAL</b>  | <b>\$0.00</b>     | <b>0.00</b>              | <b>\$0.00</b> |

<sup>1</sup> Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-library.html>).

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

**GRANT BUDGET LINE-ITEM DETAIL:**

| CAPITAL PURCHASE | AMOUNT        |
|------------------|---------------|
|                  | \$0.00        |
| <b>TOTAL</b>     | <b>\$0.00</b> |

STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

| For ACCOUNTS MANAGEMENT OFFICE USE ONLY |       |                       |                       |
|---|-------|-----------------------|-----------------------|
| PO#                                     | LINE# | RECEIPT #             | TDOH AGENCY INVOICE # |
| EDISON CONTRACT #                       |       |                       | VOUCHER #             |
| EDISON VENDOR #                         |       | EDISON ADDRESS LINE # |                       |

|   |                              |
|---|------------------------------|
| NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE                 | INVOICE NUMBER               |
|   | INVOICE DATE                 |
|   | INVOICE PERIOD               |
| Edison Vendor #   | FROM TO                      |
| CONTRACTING STATE AGENCY<br><i>Tennessee Department of Health</i> | CONTRACT PERIOD<br>FROM TO   |
| PROGRAM AREA  | CONTACT PERSON/TELEPHONE NO. |
| OCR CONTRACT NUMBER   |                              |

| BUDGET<br>LINE<br>ITEMS            | (A)<br>TOTAL<br>CONTRACT<br>BUDGET | (B)<br>AMOUNT BILLED<br>YTD<br><br>(MO./DAY/YR.) | (C)<br>MONTHLY<br>EXPENDITURES<br>DUE | FOR CENTRAL OFFICE USE ONLY |
|------------------------------------|------------------------------------|--|---------------------------------------|-----------------------------|
|                                    |                                    |  |                                       | SPEEDCHART NUMBER:          |
| Salaries                           |                                    |  |                                       | USERCODE:                   |
| Benefits                           |                                    |  |                                       | PROJECT ID:                 |
| Professional Fee/Grant & Award     |                                    |  |                                       | AMOUNT:                     |
| Supplies                           |                                    |  |                                       | SPEEDCHART NUMBER:          |
| Telephone                          |                                    |  |                                       | USERCODE:                   |
| Postage & Shipping                 |                                    |  |                                       | PROJECT ID:                 |
| Occupancy                          |                                    |  |                                       | AMOUNT:                     |
| Equipment Rental & Maintenance     |                                    |  |                                       | SPEEDCHART NUMBER:          |
| Printing & Publications            |                                    |  |                                       | USERCODE:                   |
| Travel/Conferences & Meetings      |                                    |  |                                       | PROJECT ID:                 |
| Interest                           |                                    |  |                                       | AMOUNT:                     |
| Insurance                          |                                    |  |                                       | SPEEDCHART NUMBER:          |
| Specific Assistance to Individuals |                                    |  |                                       | USERCODE:                   |
| Depreciation                       |                                    |  |                                       | PROJECT ID:                 |
| Other Non Personnel                |                                    |  |                                       | AMOUNT:                     |
| Capital Purchase                   |                                    |  |                                       |                             |
| Indirect Cost                      |                                    |  |                                       |                             |
| <b>TOTAL</b>                       | <b>\$0.00</b>                      | <b>\$0.00</b>                                    | <b>\$0.00</b>                         |                             |

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes  
 These services are for  medical services  
 non-medical services

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION  
- OR FISCAL USE ONLY

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

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

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

## 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:

Rushdi Eskarous  
Tennessee Department of Health  
Fiscal Services  
6th Floor Andrew Johnson Tower  
710 James Robertson Parkway  
Nashville, TN 37243

Telephone: 615-741-2974

### QUESTIONS:

Angela Sumner: [angela.sumner@tn.gov](mailto:angela.sumner@tn.gov)  
Rushdi Eskarous: [rushdi.eskarous@tn.gov](mailto:rushdi.eskarous@tn.gov)

## 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.

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

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.

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:



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.

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.

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.

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)

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.

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.

STATE OF TENNESSEE  
PROGRAM EXPENSE REPORT

Schedule A

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>                     | <b>0.00</b>     | <b>0.00</b>  | <b>0.00</b>     | <b>0.00</b>  |
| 4           | Professional Fees                                   |                 | 0.00         |                 | 0.00         |
| 5           | Supplies  |                 | 0.00         |                 | 0.00         |
| 6           | Telephone   |                 | 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>                 | <b>0.00</b>     | <b>0.00</b>  | <b>0.00</b>     | <b>0.00</b>  |
| 20          | Reimbursable Capital Purchases                      |                 | 0.00         |                 | 0.00         |
| 21          | <b>Total Direct Program Expenses</b>                | <b>0.00</b>     | <b>0.00</b>  | <b>0.00</b>     | <b>0.00</b>  |
| 22          | Administrative Expenses                             |                 | 0.00         |                 | 0.00         |
| 23          | <b>Total Direct and Administrative Expenses</b>     | <b>0.00</b>     | <b>0.00</b>  | <b>0.00</b>     | <b>0.00</b>  |
| 24          | In-Kind Expenses                                    |                 | 0.00         |                 | 0.00         |
| 25          | <b>Total Program Expenses</b>                       | <b>0.00</b>     | <b>0.00</b>  | <b>0.00</b>     | <b>0.00</b>  |

25-0101

STATE OF TENNESSEE  
PROGRAM EXPENSE REPORT

Schedule A-Q1-Q4

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

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

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

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

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<br>(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           | Total Personnel Expenses                           | 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           | Postage and Shipping                               |           |           |           |           | 0.00         |  | 0.00                       |
| 7           | Occupancy  |           |           |           |           | 0.00         |  | 0.00                       |
| 8           | Equipment Rental and Maintenance                   |           |           |           |           | 0.00         |  | 0.00                       |
| 9           | Printing and Publications                          |           |           |           |           | 0.00         |  | 0.00                       |
| 10          | Travel   |           |           |           |           | 0.00         |  | 0.00                       |
| 11          | Conferences and Meetings                           |           |           |           |           | 0.00         |  | 0.00                       |
| 12          | Interest   |           |           |           |           | 0.00         |  | 0.00                       |
| 13          | Insurance  |           |           |           |           | 0.00         |  | 0.00                       |
| 14          | Grants and Awards                                  |           |           |           |           | 0.00         |  | 0.00                       |
| 15          | Specific Assistance to Individuals                 |           |           |           |           | 0.00         |  | 0.00                       |
| 16          | Depreciation                                       |           |           |           |           | 0.00         |  | 0.00                       |
| 17          | Other Non-personnel Expenses (list details in a-d) |           |           |           |           | 0.00         |  | 0.00                       |
| 18          | a  |           |           |           |           | 0.00         |  | 0.00                       |
|             | b  |           |           |           |           | 0.00         |  | 0.00                       |
|             | c  |           |           |           |           | 0.00         |  | 0.00                       |
|             | d  |           |           |           |           | 0.00         |  | 0.00                       |
| 19          | Total Non-personnel Expenses                       | 0.00      | 0.00      | 0.00      | 0.00      | 0.00         | 0.00   | 0.00                       |
| 20          | Reimbursable Capital Purchases                     |           |           |           |           | 0.00         |  | 0.00                       |
| 21          | Total Direct Program Expenses                      | 0.00      | 0.00      | 0.00      | 0.00      | 0.00         | 0.00   | 0.00                       |
| 22          | Administrative Expenses                            |           |           |           |           | 0.00         |  | 0.00                       |
| 23          | Total Direct and Administrative Expenses           | 0.00      | 0.00      | 0.00      | 0.00      | 0.00         | 0.00   | 0.00                       |
| 24          | In-Kind Expenses                                   |           |           |           |           | 0.00         |  | 0.00                       |
| 25          | Total Program Expenses                             | 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: \_\_\_\_\_ A \_\_\_\_\_ B \_\_\_\_\_  
 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>                          | <b>0.00</b>     | <b>0.00</b>  | <b>0.00</b>     | <b>0.00</b>  |
| 4           | Professional Fees  |                 | 0.00         |                 | 0.00         |
| 5           | Supplies   |                 | 0.00         |                 | 0.00         |
| 6           | Postage and Shipping                                     |                 | 0.00         |                 | 0.00         |
| 7           | Occupancy  |                 | 0.00         |                 | 0.00         |
| 8           | Equipment Rental and Maintenance                         |                 | 0.00         |                 | 0.00         |
| 9           | Printing and Publications                                |                 | 0.00         |                 | 0.00         |
| 10          | Travel   |                 | 0.00         |                 | 0.00         |
| 11          | Conferences and Meetings                                 |                 | 0.00         |                 | 0.00         |
| 12          | Interest   |                 | 0.00         |                 | 0.00         |
| 13          | Insurance  |                 | 0.00         |                 | 0.00         |
| 14          | Grants and Awards  |                 | 0.00         |                 | 0.00         |
| 15          | Specific Assistance to Individuals                       |                 | 0.00         |                 | 0.00         |
| 16          | Depreciation   |                 | 0.00         |                 | 0.00         |
| 17          | Other Non-personnel Expenses: (list details in a-d)      |                 |              |                 |              |
| 18          | a _____  |                 | 0.00         |                 | 0.00         |
| 18          | b _____  |                 | 0.00         |                 | 0.00         |
| 18          | c _____  |                 | 0.00         |                 | 0.00         |
| 18          | d _____  |                 | 0.00         |                 | 0.00         |
| 19          | <b>Total Non-personnel Expenses</b>                      | <b>0.00</b>     | <b>0.00</b>  | <b>0.00</b>     | <b>0.00</b>  |
| 20          | Reimbursable Capital Purchases                           |                 | 0.00         |                 | 0.00         |
| 21          | <b>Total Direct Nongrant Expenses</b>                    | <b>0.00</b>     | <b>0.00</b>  | <b>0.00</b>     | <b>0.00</b>  |
| 22          | Administrative Expenses                                  |                 | 0.00         |                 | 0.00         |
| 23          | <b>Total Direct Nongrant and Administrative Expenses</b> | <b>0.00</b>     | <b>0.00</b>  | <b>0.00</b>     | <b>0.00</b>  |
| 24          | In-Kind Expenses   |                 | 0.00         |                 | 0.00         |
| 25          | <b>Total Nongrant Expenses</b>                           | <b>0.00</b>     | <b>0.00</b>  | <b>0.00</b>     | <b>0.00</b>  |

25-0101

STATE OF TENNESSEE  
NUTRITION/UNALLOWABLE EXPENSE REPORT

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

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

Schedule A-1-Q1-Q4 Contractor/Grantee Name: \_\_\_\_\_

Contracting State Agency: \_\_\_\_\_  
 Program Name: \_\_\_\_\_  
 Assistance Listing Number/Program Number: \_\_\_\_\_  
 Edition 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           | Total Personnel Expenses                           | 0.00      | 0.00      | 0.00      | 0.00      | 0.00         | 0.00  | 0.00                       |
| 4           | Professional Fees                                  |           |           |           |           |              |   |                            |
| 5           | Supplies   |           |           |           |           |              |   |                            |
| 6           | Postage and Shipping                               |           |           |           |           |              |   |                            |
| 7           | Occupancy  |           |           |           |           |              |   |                            |
| 8           | Equipment Rental and Maintenance                   |           |           |           |           |              |   |                            |
| 9           | Printing and Publications                          |           |           |           |           |              |   |                            |
| 10          | Travel   |           |           |           |           |              |   |                            |
| 11          | Conferences and Meetings                           |           |           |           |           |              |   |                            |
| 12          | Interest   |           |           |           |           |              |   |                            |
| 13          | Insurance  |           |           |           |           |              |   |                            |
| 14          | Grants and Awards                                  |           |           |           |           |              |   |                            |
| 15          | Stipend Assistance to Individuals                  |           |           |           |           |              |   |                            |
| 16          | Depreciation                                       |           |           |           |           |              |   |                            |
| 17          | Other Non-personnel Expenses (list details in a-d) |           |           |           |           |              |   |                            |
| a           |  |           |           |           |           |              |   |                            |
| b           |  |           |           |           |           |              |   |                            |
| c           |  |           |           |           |           |              |   |                            |
| d           |  |           |           |           |           |              |   |                            |
| 19          | Total Non-personnel Expenses                       | 0.00      | 0.00      | 0.00      | 0.00      | 0.00         | 0.00  | 0.00                       |
| 20          | Reimbursable Capital Purchases                     |           |           |           |           |              |   |                            |
| 21          | Total Direct Nongrant Expenses                     | 0.00      | 0.00      | 0.00      | 0.00      | 0.00         | 0.00  | 0.00                       |
| 22          | Administrative Expenses                            |           |           |           |           |              |   |                            |
| 23          | Total Direct Nongrant and Administrative Exp       | 0.00      | 0.00      | 0.00      | 0.00      | 0.00         | 0.00  | 0.00                       |
| 24          | In-Kind Expenses                                   |           |           |           |           |              |   |                            |
| 25          | Total Nongrant Expenses                            | 0.00      | 0.00      | 0.00      | 0.00      | 0.00         | 0.00  | 0.00                       |

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

Schedule B

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

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

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

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

| Line Item #   | Source 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)             |                 |              |                 |              |
| 32  | Reimbursable State Program Funds (Line 23)               |                 |              |                 |              |
| 33  | <b>Total Reimbursable Program Funds (equals line 66)</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                                      |                 |              |                 |              |
| 35  | Other State Funds  |                 |              |                 |              |
| 36  | Other Government Funds                                   |                 |              |                 |              |
| 37  | Cash Contributions (non-government)                      |                 |              |                 |              |
| 38  | In-Kind Contributions (equals line 24)                   | <b>0.00</b>     | <b>0.00</b>  | <b>0.00</b>     | <b>0.00</b>  |
| 39  | Program Income   |                 |              |                 |              |
| 40  | Other Matching Revenue                                   |                 |              |                 |              |
| 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                                      |                 |              |                 |              |
| 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)                         | <b>0.00</b>     | <b>0.00</b>  | <b>0.00</b>     | <b>0.00</b>  |
| 52  | Subtract Other Unallowable Expenses (contractual)        |                 |              |                 |              |
| 53  | Subtract Excess Administration Expenses (contractual)    |                 |              |                 |              |
| 54  | Subtract Matching Expenses (equals line 41)              | <b>0.00</b>     | <b>0.00</b>  | <b>0.00</b>     | <b>0.00</b>  |
| 55  | Reimbursable Expenses (line 51 minus lines 52,53,54)     | <b>0.00</b>     | <b>0.00</b>  | <b>0.00</b>     | <b>0.00</b>  |
| 56  | Total Reimbursement To Date                              |                 |              |                 |              |
| 57  | Difference (line 55 minus line 56)                       | <b>0.00</b>     | <b>0.00</b>  | <b>0.00</b>     | <b>0.00</b>  |
| 58  | Advances   |                 |              |                 |              |
| 59  | This reimbursement (line 57 minus line 58)               | <b>0.00</b>     | <b>0.00</b>  | <b>0.00</b>     | <b>0.00</b>  |

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

Schedule B-1

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

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

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

|  |          |                      |          |
|--|----------|----------------------|----------|
| <b>Contracting State Agency:</b>                 | _____    | <b>Program Name:</b> | _____    |
|  | <b>A</b> |                      | <b>B</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>Matching 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          | <b>Reimbursable Expenses (line 51 minus lines 52,53,54)</b>   | 0.00            | 0.00         | 0.00            | 0.00         |
| 56          | Total Reimbursement To Date                                   |                 |              |                 |              |
| 57          | Difference (line 55 minus line 56)                            | 0.00            | 0.00         | 0.00            | 0.00         |
| 58          | Advances  |                 |              |                 |              |
| 59          | <b>This reimbursement (line 57 minus line 58)</b>             | 0.00            | 0.00         | 0.00            | 0.00         |

25-0101

STATE OF TENNESSEE  
TOTAL EXPENSE SUMMARY REPORT

Schedule C

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

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                     |
| 2           | Employee Benefits & Payroll Taxes                   | 0.00                                       |  |  | 0.00                     |
| 3           | <b>Total Personnel Expenses</b>                     | <b>0.00</b>                                | <b>0.00</b>                                      | <b>0.00</b>                                | <b>0.00</b>              |
| 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>                 | <b>0.00</b>                                | <b>0.00</b>                                      | <b>0.00</b>                                | <b>0.00</b>              |
| 20          | Reimbursable Capital Purchases                      | 0.00                                       |  |  | 0.00                     |
| 21          | <b>Total Direct Program Expenses</b>                | <b>0.00</b>                                | <b>0.00</b>                                      | <b>0.00</b>                                | <b>0.00</b>              |
| 22          | Administrative Expenses                             | 0.00                                       |  |  | 0.00                     |
| 23          | <b>Total Direct and Administrative Expenses</b>     | <b>0.00</b>                                | <b>0.00</b>                                      | <b>0.00</b>                                | <b>0.00</b>              |
| 24          | In-Kind Expenses                                    | 0.00                                       |  |  | 0.00                     |
| 25          | <b>Total Expenses</b>                               | <b>0.00</b>                                | <b>0.00</b>                                      | <b>0.00</b>                                | <b>0.00</b>              |

25-0101



**Annual (Final) Report**

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** (Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)

---

Submit one to:

Jenny Crane, Contract Manager, Community Health Services [jenny.crane@tn.gov](mailto:jenny.crane@tn.gov); and  
[fa.audit@tn.gov](mailto:fa.audit@tn.gov), TN Department of Finance and Administration

25-0102

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

101 South Main Street, Suite 310  
CLINTON, TENNESSEE 37716

James W. Brooks  
Law Director

TELEPHONE: (865) 457-6290  
FACSIMILE: (865) 457-3775  
Email: [Jbrooks@andersoncountyttn.gov](mailto:Jbrooks@andersoncountyttn.gov)

January 30, 2025

Ms. Katherine Ajmeri  
Deputy Purchasing Agent  
100 North Main Street  
Clinton, TN 37716

*RE: Cash Vest / Three+One – Trustee's Office*

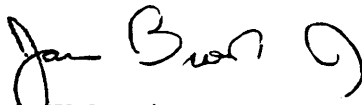
Dear Katherine:

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

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

Please call, if you have additional questions or concerns.

With kindest regards,



James W. Brooks

Enclosure: 5 pages

3E



three+one  
and  
Anderson County, TN

Term: One year



**I. Professional Services Agreement:**

This professional services agreement (“Agreement”) is entered into and is between Anderson County, TN (“the Entity”) and three+one. After the first year, this contract is eligible for renewal or continuation of services at the Entity’s discretion.

**II. Scope of Services:**

The Entity is retaining three+one for cashVest<sup>®</sup> Liquidity & Treasury Analysis Services.

**A. Initial and quarterly cashVest liquidity analysis will:**

- Provide liquidity management data that pinpoints the time value of the Entity’s cash in the marketplace.
- Monitor, review, and report on all financial institution accounts for which data is received by three+one.
- Assist the Entity to prepare for short-term cash management by providing stress tests/algorithmic simulations on all cash.
- Analyze the Entity’s liquidity proficiency to continually prepare the Entity to earn and save the most possible without sacrificing safety or liquidity.
- Ensure appropriate and competitive pricing is being received from financial partners pertinent to the facilitation of cash management.
- Assist the Entity in garnering preferred deposit rates with its banking provider(s).
- Monitor and analyze the Entity’s bank billing analysis statement(s).
- Clearly define next steps and recommendations to uncover new sources of value on identified strategic liquidity.
- Conduct a review of the Entity’s Investment Policy Statement (IPS).
- Hold an interview (60 to 90 minutes in duration) with key staff members in order to understand back-office processes to aid in providing actionable recommendations.
- Provide a Quarterly cashVest score and report.

**B. three+one’s cashVest services provides the Entity with:**

- View quarterly summary of all cash performance across all Entity banking relationships on one platform.
- Tailored rate analysis and strategic cash progress.
- Ability to compare investment yields and charts.
- Access to opportunity cost in the financial marketplace, providing transparency for the Entity to obtain competitively priced bank products.
- Ongoing benchmark rates in the market.



**C. three+one would be provided the following data from the Entity:**

- View only [inquiry] access to your online banking portal(s) where three+one will aggregate:
  - 12 to 24 months of bank statements and via .PDF and or .CSV format (dependent on the availability of transaction data from the bank portal).
  - 12 months of bank analysis statements in .PDF format.
- .CSV and/or BAI2 Transaction File Access via SFTP connection.
- EDI 822 Analysis Statement Access via SFTP connection.
- Your most current Investment Policy Statement (IPS), if not available online.
- Your Annual Comprehensive Financial Report (ACFR), if not available online.
- Your current year's approved budget, if not available online.

**III. Privacy/Confidentiality**

three+one will not license, sell, rent, share, or trade client personal identifiable data with third parties without prior consent, unless required by applicable law or as necessary, in three+one's sole discretion, to perform the Services. three+one may collect client personal identifiable data in conjunction for use of the Services. three+one may share client personal identifiable data with third parties to the extent necessary to provide the Services. The Entity and three+one will comply with all laws and regulations that apply to the collection, use, transmission, storage, and disclosure, or destruction of confidential information. Both the Entity and three+one agree to hold the other party's information in strict confidence. Aggregated, anonymized data is used to enhance, add, and improve service offerings, and client outcomes in the financial marketplace. The Entity and three+one both agree to use all reasonable efforts to protect the unauthorized use or distribution of confidential information. three+one agrees to use the same degree of care to prevent disclosing any data to unauthorized third parties except such disclosure or access that will be permitted to perform the Services provided under this Agreement. The Entity may find any updated privacy statement for three+one on its website.

The Entity and three+one agree that the solutions provided to perform the Services are protected by U.S. copyright law and conventions. Both the Entity and three+one further agree that the technology used by them to carry out the Services, including liquidity data, models, graphics, trade secrets, distinctive tables, copyright, and other intellectual property, shall remain the property of three+one and be held as confidential by both parties. Both the Entity and three+one undertake not to use, copy, reproduce, alter or modify the contents or operation of any of these items need to perform and provide the Services and agree that neither they nor their employees, current or past, may reveal, market, hand over or sell any information related to the Agreement.

**IV. Severability:**

With reasonable cause, either party reserves the right to cancel this Agreement without obligation by giving 30 days written notice to the other party of the intent to terminate after the first full calendar year of services.



**V. Financial Arrangements**

The Entity agrees to pay an annual liquidity monitoring and reporting fee from inception of \$14,900. This annual fee will be billable in four equal quarterly installments of \$3,725 each, and shall include all cashVest liquidity monitoring and data analysis services as well as access to all online financial tools. Should the Entity subsequently decide to engage our services to perform a full request-for-proposals on government banking services, our 'bank rfpPrep' service will be offered at a discounted rate as a cashVest client.

**VI. Billing Installments**

The first quarterly liquidity monitoring and reporting fee shall be due after the initial cashVest analysis is presented.


**If three+one does not show at least a 1-to-1 benefit through its cashVest initial analysis compared to the proposed annual fee for the Entity, the initial cashVest analysis will be provided at no cost with no further obligation.**


Quotes and pricing terms are negotiated and may be unique to the Entity. Therefore, and except as otherwise required by law, the Entity hereby agrees to keep confidential all pricing, quotes, and invoiced amounts received from three+one.

**Signatures:**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**On behalf of Anderson County, TN**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Joseph R. Rulison, President**  
**three+one**  
**Tobey Village Office Park**  
**180 Office Park Way**  
**Pittsford, NY 14534**

**APPROVED AS TO LEGAL FORM**  
  
\_\_\_\_\_  
**James W. Brooks**  
**Anderson County Law Director**

|   |              |  |   |   |                                    |
|---|--------------|--|---|---|------------------------------------|
|  <b>GOVERNMENTAL GRANT CONTRACT</b><br>(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities) |              |  |   |   |                                    |
| <b>Begin Date</b><br>09/01/2024   |              | <b>End Date</b><br>04/30/2027              |   | <b>Agency Tracking #</b><br>34101-17625 | <b>Edison ID</b>                   |
| <b>Grantee Legal Entity Name</b><br>ANDERSON COUNTY   |              |  |   |   | <b>Edison Vendor ID</b><br>4145    |
| <b>Subrecipient or Recipient</b><br><input checked="" type="checkbox"/> Subrecipient<br><input type="checkbox"/> Recipient  |              |  | <b>Assistance Listing Number 97.052</b><br><br><b>Grantee's fiscal year end June 30<sup>th</sup></b>  |   |                                    |
| <b>Service Caption (one line only)</b><br>EMERGENCY OPERATIONS CENTER GRANT PROGRAM FISCAL YEAR 2024  |              |  |   |   |                                    |
| <b>Funding —</b>  |              |  |   |   |                                    |
| <b>FY</b>   | <b>State</b> | <b>Federal</b>                             | <b>Interdepartmental</b>  | <b>Other</b>                            | <b>TOTAL Grant Contract Amount</b> |
| 2025  |              | 2,942,940.00                               |   |   | 2,942,940.00                       |
|   |              |  |   |   |                                    |
|   |              |  |   |   |                                    |
|   |              |  |   |   |                                    |
| <b>TOTAL:</b>   |              | <b>2,942,940.00</b>                        |   |   | <b>2,942,940.00</b>                |
| <b>Grantee Selection Process Summary</b>  |              |  |   |   |                                    |
| <input type="checkbox"/> Competitive Selection  |              |  |   |   |                                    |
| <input checked="" type="checkbox"/> Non-competitive Selection   |              |  | This contract is in the best interest of the State. State agencies and Tennessee counties are eligible recipients. Each of Tennessee's ninety-five counties is assigned to one of eleven Homeland Security Districts, all of which participate in the State Homeland Security Grant Program. The Homeland Security Council meets with the Governor to recommend allocations. The Homeland Security Council is briefed on the grant specifics and determines allocations of funding to Homeland Security Districts based on population, risk and need. Funds are allocated to the State's eleven Homeland Security Districts. Each District Council determines the projects and the associated funding to each county within the district based on that predetermined need and risk. The specific criteria used in making award determinations are risk and effectiveness of use of funds and correlation with the State of Tennessee's Homeland Security Strategy. Risk, need, and vulnerability are determined by the Department of Homeland Security (DHS), in concert with the Federal Bureau of Investigation (FBI) and the Central Intelligence Agency (CIA). Effectiveness of use is determined by the collective leadership of the Homeland Security Council and the eleven Homeland Security District Councils. |   |                                    |
| <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.   |              |  |   | <b>CPO USE - GG</b>                     |                                    |
| <b>Speed Chart (optional)</b>   |              | <b>Account Code (optional)</b><br>71301000 |   |   |                                    |

4A

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY  
AND  
ANDERSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Anderson County, hereinafter referred to as the "Grantee," is for the provision of pass-through funding by the United States Department of Homeland Security, Homeland Security Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4145

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

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. All Federal Fiscal Year (FFY) 2024 Emergency Operations Center Grant Program (EOC) Grantees are required to submit an investment justification, consistent with the investments approved for Tennessee by the U.S. Department of Homeland Security (DHS), that provides background information, strategic objectives and priorities addressed, their funding/implementation plan, and the anticipated impact of each proposed investment. As part of the FFY 2024 EOC investment justifications, Grantees are required to establish specific outcomes pursuant to the target capabilities set forth by the EOC Grant Strategy and associated with their proposed investments to promote fully operational EOC's to help ensure coordination and unity of effort among multiple emergency management organizations and across multiple jurisdictions during major disasters or emergencies caused by any hazard.
- A.3. Subrecipients that are using FFY 2024 EOC Grant Program funds to support emergency communications activities must comply with the SAFECOM Guidance on Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications. <https://www.cisa.gov/safecom/funding>.
- A.4. Applicant should submit Progress Reports due March 1 and September 1 until final project is complete and then Applicant shall submit a final report within thirty (30) days of final completion.
- A.5. It shall be understood by the Grantee that each Grant Contract funded from the FFY 2024 EOC will be in compliance with the FFY 2024 EOC Guidance.
- A.6. The Grantee agrees to be responsible for the sustainment of EOC FFY 2024 projects.
- A.7. The Grantee agrees to comply with the financial and administrative guidelines as established by the regulations entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements" (colloquially referred to as the "Super Circular") now found in Volume 2 of the C.F.R. (specifically, 2 C.F.R. part 200).
- A.8. DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements.
- A.9. The Grantee will comply with the Cash Management Act and understands that no federal funds received by the Grantee may be invested in an interest-bearing account.



A.10. The Federal Award Identification Worksheet shall be included as a part of this grant contract and designated as Attachment 2.

**B. TERM OF CONTRACT:**

B.1. This Grant Contract shall be effective for the period beginning on September 1, 2024 ("Effective Date") and ending on April 30, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:

a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:

- (1) Activities that are reasonably related to the Scope of Services;
- (2) Activities in whose absence the Scope of Services could not be completed or performed; and
- (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.

b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.

c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.

d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.

e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:

- (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
- (2) the relevant federal agency fails or refuses to finalize a grant; or
- (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.

f. The start date of the State's federal preaward authority is September 1, 2024.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed two million, nine hundred forty-two thousand, nine hundred forty dollars and 00/100

(\$2,942,940.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. **Compensation Firm.** The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. **Payment Methodology.** The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. **Travel Compensation.** Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. **Invoice Requirements.** The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency  
Homeland Security Program  
3041 Sidco Drive  
Nashville, TN 37204

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

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

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

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of

- service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. **Budget Line-Items.** Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. **Disbursement Reconciliation and Close Out.** The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
    - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
    - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
  - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. **Indirect Cost.** Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the

attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. **Cost Allocation.** If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10: **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. **Non-allowable Costs.** Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. **State's Right to Set Off.** The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. **Prerequisite Documentation.** The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. **Termination for Convenience.** The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. **Termination for Cause.** If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. **Subcontracting.** The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. **Conflicts of Interest.** The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. **Lobbying.** The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Gary Baker, Homeland Security Grant Program Supervisor  
Tennessee Emergency Management Agency  
3041 Sidco Drive  
Nashville, TN 37204  
[gary.baker@tn.gov](mailto:gary.baker@tn.gov)  
Telephone #: (615) 741-7037

The Grantee:

Terry Frank, County Mayor  
Anderson County  
100 North Main Street, Room 208  
Clinton, TN 37716  
[tfrank@andersoncountyttn.gov](mailto:tfrank@andersoncountyttn.gov)  
Telephone #: (865) 457-6200

Point of Contact:

Karen Ooten, Program Manager  
Anderson County  
111 S. Charles G. Seivers Blvd  
Clinton, TN 37716  
[kooten@andersoncountyttn.gov](mailto:kooten@andersoncountyttn.gov)  
Telephone #: (865) 264-6394

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

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

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

- D.10. **Nondiscrimination.** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance.** As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. **Public Accountability.** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.**
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. **Licensure.** The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

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

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

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

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



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

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

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

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

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

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

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

- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers, or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. **Tennessee Department of Revenue Registration.** The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Charges to Service Recipients Prohibited.** The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. **No Acquisition of Equipment or Motor Vehicles.** This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. **State and Federal Compliance.** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here:  
[http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. **Governing Law.** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

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

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

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

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

- D.36. **State Sponsored Insurance Plan Enrollment.** The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored

health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. **Environmental Tobacco Smoke.** Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. **Federal Funding Accountability and Transparency Act (FFATA).**

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

The Grantee shall comply with the following:

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

- E.5. **Equal Opportunity**. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.6. **Compliance with Title VI of the Civil Rights Act of 1964**. The Grantee agrees to comply with the provisions contained in Title IV of 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.7. **Compliance with National Incident Management System (NIMS)**. The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the NIMS Implementation yearly survey.
- E.8. **Compliance with Contract Work Hours and Safety Standards Act.**

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the Grant Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Grantee and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Grantee or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. Subcontracts. The Grantee or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

- E.9. **Buy America Provision.** As required by Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver.

None of the funds provided under this award may be used for a project for infrastructure unless:

- a. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States,
- b. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and

- c. all construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished structure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**IN WITNESS WHEREOF,**

**ANDERSON COUNTY:**

---

**GRANTEE SIGNATURE**

**DATE**

**TERRY FRANK, COUNTY MAYOR**

---

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

**DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:**

---

**WARNER A. ROSS, II, MAJOR GENERAL**

**DATE**

**THE ADJUTANT GENERAL, MILITARY DEPARTMENT**

|   |
|---|
| <p><b>I certify that this entity meets Civil Rights Title VI compliance.</b></p> <p>_____</p> <p><b>Signature</b></p> <p>_____</p> <p><b>Date</b></p> <p><small>Reviewed by Dept. of Military Civil Rights Title VI Officer</small></p> |
|---|

| GRANT BUDGET   |  |                     |                   |                     |
|--|--|---------------------|-------------------|---------------------|
| ANDERSON COUNTY:<br>EMERGENCY OPERATIONS CENTER GRANT PROGRAM 2024   |  |                     |                   |                     |
| The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period: |  |                     |                   |                     |
| BEGIN: 09/01/2024  |  | END: 04/30/2027     |                   |                     |
|  | EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>   | GRANT CONTRACT      | GRANTEE MATCH     | TOTAL PROJECT       |
|  | Salaries, Benefits & Taxes   | 0.00                | 0.00              | 0.00                |
|  | Professional Fee, Grant & Award <sup>2</sup>   | 2,942,940.00        | 980,980.00        | 3,923,920.00        |
|  | Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications                                    | 0.00                | 0.00              | 0.00                |
|  | Travel, Conferences & Meetings   | 0.00                | 0.00              | 0.00                |
|  | Interest <sup>2</sup>  | 0.00                | 0.00              | 0.00                |
|  | Insurance  | 0.00                | 0.00              | 0.00                |
|  | Specific Assistance to Individuals   | 0.00                | 0.00              | 0.00                |
|  | Depreciation <sup>2</sup>  | 0.00                | 0.00              | 0.00                |
|  | Other Non-Personnel <sup>2</sup>   | 0.00                | 0.00              | 0.00                |
|  | Capital Purchase <sup>2</sup>  | 0.00                | 0.00              | 0.00                |
|  | Indirect Cost  | 0.00                | 0.00              | 0.00                |
|  | In-Kind Expense  | 0.00                | 0.00              | 0.00                |
|  | Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above) | 0.00                | 0.00              | 0.00                |
|  | <b>GRAND TOTAL</b>   | <b>2,942,940.00</b> | <b>980,980.00</b> | <b>3,923,920.00</b> |

<sup>1</sup> Each expense object line-item is defined by the U.S. OMB's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/section-201.101-103>) and CPO Policy 2013-007 (posted online at <https://www.in.gov/general-services/procurement/central-procurement-office-cpo-library.html>).

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

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.



**ATTACHMENT 1**  
**Page 2**

**GRANT BUDGET LINE-ITEM DETAIL:**

| PROFESSIONAL FEE, GRANT & AWARD  | AMOUNT              |
|--|---------------------|
| FUNDING OF CONSTRUCTION PURCHASES ALLOWABLE UNDER THE FFY 2024 EMERGENCY OPERATIONS CENTER GRANT PROGRAM | 2,942,940.00        |
| <b>TOTAL</b>   | <b>2,942,940.00</b> |

## ATTACHMENT 2

**Federal Award Identification Worksheet**

|   |  |
|---|--|
| Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))  | ANDERSON COUNTY  |
| Subrecipient's Unique Entity Identifier (SAM)   | DSL9WFKJCEF4   |
| Federal Award Identification Number (FAIN)  | EMA-2024-EO-05007  |
| Federal award date  | 09/01/2024   |
| Subaward Period of Performance Start and End Date   | 09/01/2024 – 04/30/2027  |
| Subaward Budget Period Start and End Date   | 09/01/2024 – 04/30/2027  |
| Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.                                 | 97.052 Emergency Operations Center Grant Program   |
| Grant contract's begin date   | 09/01/2024   |
| Grant contract's end date   | 04/30/2027   |
| Amount of federal funds obligated by this grant contract  | 2,942,940.00   |
| Total amount of federal funds obligated to the subrecipient   | 2,942,940.00   |
| Total amount of the federal award to the pass-through entity (Grantor State Agency)   | 6,580,135.00   |
| Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)) | EOC 2024   |
| Name of federal awarding agency   | Federal Emergency Management Agency  |
| Name and contact information for the federal awarding official  | Elton Newton, Grants Management Director<br>Region 4<br>FEMA-Region IV<br>3005 Chamblee-Tucker Road<br>Atlanta, GA 30341<br>Telephone # (770) 220-5200   |
| Name of pass-through entity   | Department of Military, Tennessee<br>Emergency Management Agency   |
| Name and contact information for the pass-through entity awarding official  | Gary Baker, Homeland Security Grant<br>Program Supervisor<br>Tennessee Emergency Management Agency<br>3041 Sidco Drive<br>Nashville, TN 37204<br><a href="mailto:gary.baker@tn.gov">gary.baker@tn.gov</a><br>Telephone #: (615) 741-7037 |
| Is the federal award for research and development?  | No   |
| Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)                      | N/A  |



January 21, 2025

Anderson County  
100 N. Main Street  
Clinton, Tennessee 37716

ATTENTION: The Honorable Terry Frank  
tfrank@andersontn.org

Subject: **PROPOSAL FOR ENVIRONMENTAL SERVICES**  
**Former Anderson County Landfill, TDEC-DoR Site No. 01-580**  
**Blockhouse Valley Road**  
**Anderson County, Tennessee**  
**UES Proposal No. A25109.00069.000**  
**Term: One year**

Dear Mayor Frank:

UES is pleased to provide you with environmental services for the former Anderson County Landfill, TDEC-DoR Site No. 01-5780, also referred to as the Blockhouse Valley Landfill. This proposal provides our understanding of the scope of services required, an estimate of fees, proposed schedule, and establishes contractual agreements. Our Agreement for Services is attached to this document and is incorporated as a part of this proposal.

**PROJECT INFORMATION**

Anderson County is responsible for the post closure activities at the Former Anderson County Landfill as required by the facility Remedial Design Plan approved by Tennessee Department of Environment and Conservation (TDEC) Division of Remediation (DOR) in 2004. Groundwater and surface water monitoring is currently completed annually in accordance with a reduced monitoring program implemented in 2021 and reported annually in coordination with the TDEC-DOR. A remedy inspection covering all aspects of the remedy as defined in the Remedial Design Plan, including institutional controls, fencing, Alternate Vegetative Control System (AVCS), surface water/erosion controls, and constructed treatment wetlands, is required annually. Inspection procedures and observations are reported annually with the groundwater and surface water monitoring results.

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**ENVIRONMENTAL SERVICES**

UES is providing this proposal to conduct environmental services the Former Anderson County Landfill as required by the facility Remedial Design Plan implemented in 2004 and a reduced monitoring program implemented in 2021 and reported annually in coordination with the TDEC-DOR. It is understood that ongoing regulatory decisions may impact proposal assumptions. Modifications, repairs, and/or rehabilitation of the existing remedial system may ultimately be necessary. The scope of services for the current status of each item is detailed below.

UES understands Anderson County is required to sample and analyze two required groundwater monitoring locations (CO-2R and CO-3R) and one surface water monitoring location (FWS-Out) annually for monitoring constituents as required by the reduced monitoring program implemented in 2021.

UES understands the approved Remedial Design Plan involves identifying offsite residential wells surrounding the landfill's boundaries, landfill boundary wells, and surrounding springs. The scope outlined in this proposal includes the mile-radius well survey required annually for the Landfill.

UES will conduct monitoring activities and remedy inspections on an annual basis in accordance with facility Remedial Design Plan implemented in 2004 and a reduced monitoring program implemented in 2021 and reported annually in coordination with the TDEC-DOR. The following tasks are proposed for the completion of the monitoring activities and remedy inspections:

- Annually collect groundwater samples from two monitoring wells (CO-2R and CO-3R) and one surface water monitoring location (FWS-Out) and analyze them for monitoring constituents as required by the reduced monitoring program implemented in 2021 and submit results to TDEC-DOR in the Facility Annual Report.
- Annually review of institutional controls, fencing, Alternate Vegetative Control System (AVCS), surface water/erosion controls, and constructed treatment wetlands and submit results to TDEC-DOR in the Facility Annual Report.
- Conduct quarterly inspections of the FWS pond and the solar powered aerator (if problems with the aerator are encountered, troubleshooting activities will be initiated) and submit results to TDEC-DOR in the Facility Annual Report.

Complete annual water use survey and submit results to TDEC-DOR on the Facility Annual Report.



## LIMITATIONS

This proposal is based on the following assumptions:

- Anderson County provides site access during normal working hours.
- This proposal is to conduct analysis as required by TDEC and does not address any other federal or state laws that may apply.
- The groundwater monitoring is based on the current list of analytes and locations requested by TDEC. If additional analysis is required, the additional cost will be provided to Anderson County for approval prior to sampling and analysis.
- Lab costs are based on standard turnaround times.

## FEES & SCHEDULE

UES submits this proposal to conduct annual groundwater and surface water sampling, remedial inspection tasks, and reporting necessary to manage and maintain compliance with regulatory and permit requirements. UES proposes to complete the above-mentioned scope of services for the lump sum fee of **\$20,493/annually**.

UES will provide recommendations based on the Annual Report findings and proposed mitigation goals to facilitate the goals of closure and possible redevelopment. Access to the property will be reviewed and any necessary repairs will be done prior to implementation. Any necessary actions will be reported to Anderson County for review and UES will discuss the most cost-efficient process to complete the tasks required. The methods may include obtaining multiple bids from subcontractors for necessary tasks, utilization of non-profit organizations or county-provided labor. As noted, ongoing regulatory negotiations over data evaluation may impact proposal assumptions for the landfills and an increase in sampling frequency and/or required constituents may be necessary. Additional services outside of this scope of work can be provided on a time and materials basis per our attached fee schedule. These services will be “need driven” but may include but not be limited to, negotiation with TDEC, fence repair, invasive species removal, tree planting, as well as best mowing practices to promote plant health and wildlife habitat.



Proposal for Environmental Services  
Former Anderson County Landfill, TDEC-DoR Site No. 01-5780

25-0104  
AES Proposal No. A25109.00069.000  
January 21, 2025

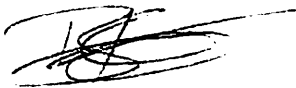
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**CONTRACTUAL AGREEMENTS**

Our Agreement for Services is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing and returning one copy to our office. Verbal authorization after receiving our proposal indicates acceptance of the attached Terms and Agreement.

UES sincerely appreciates the opportunity to provide you with this proposal. If you have any questions, please contact us.

Respectfully Submitted,  
UES



Byron L. Barton, P.G.  
Environmental Program Manager



Jeff Smith, P.G.  
Senior Geologist

Attachments: Terms and Conditions  
Fee Schedule.





STANDARD AGREEMENT FOR SERVICES AND GENERAL TERMS

Project Name and Location Blockhouse Valley Landfill Anderson County (the "Project")

Proposal No. and Date A25109.00069.000 1/21/2025 Fee: (See Proposal)

FOR PAYMENT OF INVOICES:

Firm Phone No.

Address

Zip Code Email

Attention Title

REPORT DISTRIBUTION:

Firm Firm Firm

Email Email Email

Attn: Attn: Attn:

PROPOSAL ACCEPTANCE

The Terms and Conditions of this Proposal and the General Terms printed on the back of this page are:

Accepted this day of 2024

(the "Client")

Individual, firm or corporate body name

Signature of authorized representative

Name of authorized representative and title

### General Terms and Conditions

**Binding Agreement.** By accepting the Proposal Client accepts and agrees to be bound by all terms and conditions set forth in the Proposal and these General Terms and Conditions. The Proposal and these General Terms and Conditions (collectively, the "Agreement") comprise the entire agreement between UES Professional Solutions 18, LLC ("UES") and the Client and supersede all prior or contemporaneous understandings, agreements, and representations.

**Scope of Services.** UES shall provide the services (the "Services") set forth in the Proposal. UES shall not provide and is not responsible for the supervision or direction of the actual work of the contractor, or for site safety. The Client agrees that UES will not be expected to make exhaustive or continuous site visits beyond those established in the Proposal, but that construction observation appropriate for the construction stage shall be performed. It is understood that the Services provided by UES will not relieve the contractor of its duties and responsibilities for performing its work in accordance with the plans and specifications. UES will observe, test, document and alert the Client and/or its contractor, in a timely manner, when UES deems work pertinent to its Services is not being performed in accordance with the plans and specifications. The Services do not include investigation, detection, prevention, or assessment of biological pollutants such as molds, fungi, spores, bacteria or any of their byproducts. Full-time construction observation by UES employees does not mean that UES is observing all work by the contractor or all placement of all materials. Full-time construction observation means that an employee of UES has been assigned to the project for the time required to fulfill UES's contractual responsibilities.

**Additional Services.** If, during the performance of the Services, UES, in its sole discretion, deems it necessary to perform services in addition to the Services (the "Additional Services") to successfully complete any evaluation or analysis contained in the Services, UES shall request in writing a modification of its Scope of Services, along with a description of the additional fees for the performance of such Additional Services. The Client may authorize such Additional Services in writing, which shall modify the terms of this Agreement. If the Client declines to modify the terms of this Agreement with respect to the Additional Services UES shall have the right to modify the Agreement to eliminate any evaluation or analysis that would require the Additional Services and to modify the fees to be charged to reflect the elimination of any evaluation or analysis, which modification shall be binding on the Client.

**Schedule.** The Client acknowledges that any schedule for the performance of the Services contained in the Proposal is an estimate of the time required for performance of the Services, and that the performance of the Services may not be complete prior to the expiration of the period or periods listed in such schedule. Any failure of UES to perform the Services within the time set forth in any schedule for performance shall not be considered a material breach of this Agreement.

**Insurance.** The Client represents and warrants that Client or the owner of the Property shall, as applicable, maintain one or more general liability, automobile and workman's compensation insurance policies providing coverage for injuries or damage incurred on the property (the "Property") at which the Services are to be performed in the amount of at least \$1,000,000 per policy, per occurrence. UES shall procure and maintain insurance coverage as it deems to be adequate. Certificates for such policies shall be provided to the owner upon request.

**Entry onto Property.** If the Client is the owner of the Property, the Client hereby authorizes UES to enter the Property for the purpose of performing the Services and the Client represents and warrants that the Client has full power and authority to permit UES personnel to enter and perform the Services on the Property, as may be required under the terms of this Agreement. If the Client is not the owner of the Property, the Client shall assist UES in obtaining permission from the Property's owner to access the Property and perform the Services. If such permission cannot be obtained, UES may, in its sole discretion, modify or cancel the Agreement.

**Fees and Payment of Invoices.** As consideration for the Services, the Client shall pay to UES for the costs and fees stated in the Proposal (the "Fees"). If the Client designates a third party to pay the Fees the Client shall remain liable for the full payment of the Fees. UES will submit invoices to the Client periodically. Unless otherwise stated on the Invoice or in the Proposal, invoices are due and payable within thirty (30) days from the invoice date. If the Client fails to make any payments due UES for the Services within thirty (30) days from invoice date, interest as permitted by Georgia law may be charged until the full amounts due are paid. If the Client fails to pay the amount due UES within thirty (30) days from UES's invoice date, UES may, in its sole discretion, suspend services being performed under this Agreement until UES has been paid in full all amounts due for the Services provided, expenses incurred and other related charges. Failure by the Client to pay UES prior to the due date of an invoice shall constitute a material breach of the Agreement.

**Client's Responsibilities.** In addition to the Client's obligations to pay for the Services performed under this Agreement and the Client's other obligations set forth in this Agreement, the Client agrees to assist and cooperate with UES in any manner necessary and within its ability to facilitate performance of the Services, supply UES with all information and documents in the Client's possession or knowledge that are relevant to the Services. The Client shall designate the location of all subsurface structures on plans to be furnished to UES such as pipes, tanks, cables and utilities within the property lines.

**Standards of Performance.** The standard of care for all professional engineering and related services performed or furnished by UES under the Proposal and this Agreement will be the care and skill ordinarily used by members of the profession practicing under



similar circumstances at the same time and in the same locality. The Client shall be responsible for, and UES may rely on, the accuracy and completeness of specifications, requirements, programs, instructions, reports, data, drawings, and other information furnished by the Client to UES pursuant to this Agreement. UES may use such specifications, requirements, programs, instructions, reports, data, drawings and information in performing or furnishing services under this Agreement. In the event necessary requirements or specifications are not provided before the Services commence, UES may set basic requirements for soil density tests and concrete sample fabrication that will be used until such time as they are provided.

**Dispute Resolution; Litigation.** As a condition precedent to filing any action in state or federal court concerning the Proposal or this Agreement, UES and the Client agree to negotiate all disputes between them arising out of or relating to the Proposal or the Agreement in good faith for a period of 30 days from the date of written notice of such dispute, regardless of the nature of the relief sought. If such negotiations between UES and the Client do not fully resolve the dispute, as a further condition precedent to filing any action in state or federal court, UES and Client shall mediate the dispute with a mutually acceptable alternative dispute resolution service. If said dispute is not fully resolved by said mediation, the dispute may then proceed in a state or federal court in Fulton County, Georgia unless an alternative venue is agreed upon by both UES and the Client. The prevailing party in any lawsuit filed by the parties concerning the Proposal or this Agreement shall be entitled to recover its costs and expenses incurred in such proceedings from the other party, including reasonable attorneys' fees, costs of court and expert witness costs. The Client irrevocably waives any and all right to trial by jury with respect to any legal proceeding arising out of or related to the proposal or this agreement.

**Use of Documents and Intellectual Property.** Unless otherwise agreed in writing, all documents and information prepared by UES or obtained from a third party in connection with the performance of the Services are instruments of service (the "Instruments of Service"), and UES shall retain ownership therein (including the right to reuse at the discretion of UES). All Instruments of Service are solely for use by the Client and will not be provided by the Client to any other person or entity without the prior written consent of UES. The Client has the right to reuse the Instruments of Service for purposes reasonably connected with the project for which the Services are provided, including without limitation design and licensing requirements of the project. No party other than the Client may rely on the Instruments of Service, and the Client will not represent to any other party that it may rely on the Instruments of Service without the express prior written consent of UES. The Client acknowledges that UES may employ or develop proprietary software, trade secrets, or other intellectual property in the performance of the Services (the "Intellectual Property"). The Client hereby agrees that it will not retain or acquire any ownership interest in the Intellectual Property and that all Intellectual Property employed or developed by UES in the course of the performance of the Services shall remain the property of UES or a third party, as applicable.

**Term of Agreement.** This Agreement shall begin on the date of execution as set forth on the Proposal and shall continue until the completion of all obligations of the parties under this Agreement, mutual written agreement of the parties, termination for material breach of this Agreement, or termination by UES for convenience. UES shall have the right, in the event of a material breach by the Client to terminate this Agreement. Said termination shall be effective immediately upon delivery by UES to the Client of a written termination notice or on such other later date as may be specified in any such notice of termination. If UES commits a material breach of this Agreement, the Client may terminate this Agreement upon thirty (30) days written notice to UES, provided the breach remains uncured at the end of such thirty (30) day period.

**Indemnification.** The Client agrees to defend, indemnify and hold UES and its agents, employees, owners, insurers and fiduciaries (the "UES Indemnified Parties") harmless for any costs, liabilities, claims, expenses, or damages incurred by the UES Indemnified Parties arising, directly or indirectly, from the provision of the Services by UES to the Client, including, but not limited to, any costs, liabilities, claims, expenses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising from the following: (a) entry onto the Property or any Adjacent Property by UES after the Client has represented to UES that UES is duly authorized to enter such Property or Adjacent Property; and (b) any misrepresentation or breach of any warranty set forth in this Agreement by the Client.

**Limitation of Liability.** Notwithstanding any other term or provision in this Agreement, in recognition of the relative risks, rewards and benefits of the work being performed by UES to both the Client and UES, the risks have been allocated such that the Client agrees and acknowledged that, to the fullest extent permitted by Georgia law, the total liability of UES to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes of action whatsoever, whether arising out of contract, negligence, strict liability in tort, or warranty, shall not exceed any amounts paid by the Client for the Services relating to the event giving rise to the liability, the limit of liability will be the greater of \$50,000 or the amount paid by the Client for the Services relating to the event giving rise to the liability. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting this Agreement provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$1,200.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability upon Client's written request at the time of accepting this Agreement, UES agrees to increase the limits up to a maximum of \$2,000,000.00 and Client agrees to pay an additional consideration of four percent of the total fee, or \$2,000.00, whichever is greater. No action, regardless of form, arising from or pertaining to this Agreement or the Services may be brought by the Client more than one (1) year after such action has accrued, and neither UES nor any officer, director, manager, employee, or agent of UES shall have any liability under this Agreement for consequential, exemplary, or incidental damages, including, without limitation, damages for loss of goodwill, losses due to delay or work stoppage, and any and all business or commercial damages or losses.

**Disclaimer of Warranties.** UES does not make any warranty, whether expressed or implied, with respect to the services provided hereunder, and all warranties of merchantability and fitness for a particular use are hereby expressly excluded.

**No Third-Party Beneficiary.** The provisions of this Agreement are and will be for the benefit of the parties to the Agreement only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement.

**Force Majeure.** UES shall not be liable or responsible to the Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement if such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of UES including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, civil unrest, national emergency, or labor disputes; provided, however, that, if the event in question continues for a continuous period in excess of thirty (30) days, the Client shall be entitled to give notice in writing to UES to terminate this Agreement.

**Disposal of Samples.** UES may dispose of all stored soil, rock, and asphalt samples 60 or more days after submission of the final report covering those samples. UES may dispose of stormwater samples immediately upon testing.

**Successors, Assigns, and Beneficiaries.** The Client and UES each are hereby bound and the partners, successors, executors, administrators and legal representatives of the Client and UES are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Agreement.

**Miscellaneous.** The following other terms and conditions shall also govern this Agreement: (a) all representations, agreements to reimburse, defend, hold harmless or indemnify, dispute resolution provisions, and covenants or agreements that contemplate performance after completion of and/or payment for the Services in this Agreement shall survive any completion or termination of this Agreement; (b) the Agreement shall be construed and interpreted under and shall be governed by and enforced according to the substantive laws of Georgia, without regard to choice of law rules; (c) this Agreement may not be modified, changed or supplemented, nor may any obligations in this Agreement be waived, except by a written document signed by the party to be charged or by such party's agent duly authorized in writing; (d) no waiver of a breach of any of the terms, covenants or conditions of this Agreement will be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained; (e) the failure of either party to insist upon strict performance of any of the provisions of this Agreement shall in no way constitute a waiver of its rights, at law or in equity, or a waiver of any other provisions of this Agreement or subsequent default by the other party in the performance of or compliance with any of the terms and conditions set forth in this Agreement; (f) the parties to this Agreement agree that both have had the opportunity to review and negotiate the terms of this Agreement and to obtain the assistance of counsel in reviewing and negotiating such terms prior to execution, and that this Agreement shall be construed neither against nor in favor of either party but shall be construed in a neutral manner; (g) all notices and other communications shall be in writing and shall be deemed properly delivered, received, given and served: (i) on the same day as personally delivered; (ii) when delivered if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested; (iii) when delivered by Federal Express or other comparable courier service, charges prepaid and any delivery failure caused by a party's failure to give notice of change of address or refusal to accept delivery shall be deemed receipt of notice; and (h) the parties acknowledge that each will have access to the others' proprietary information and pledge to one another to use the same solely for the purpose of furthering the performance of this Agreement, and upon the termination thereof, to maintain and protect the confidentiality of the same forevermore as though it was their own.



## FEE SCHEDULE

### A. PERSONNEL

|   |           |
|---|-----------|
| 1. Senior Engineer, per hour .....            | \$ 175.00 |
| 2. Senior Geologist, per hour .....           | \$ 155.00 |
| 3. Senior Project Manager, per hour .....     | \$ 125.00 |
| 4. Environmental Professional, per hour ..... | \$ 110.00 |
| 5. Staff Geologist, per hour .....            | \$ 100.00 |
| 6. Environmental Scientist, per hour .....    | \$ 100.00 |
| 7. Environmental Staff, per hour .....        | \$ 85.00  |
| 8. Drafting/Report Services, per hour .....   | \$ 75.00  |
| 9. Administrative Assistant, per hour .....   | \$ 55.00  |

### B. LABORATORY

|   |           |
|---|-----------|
| 1. VOCs, each .....                       | \$ 105.00 |
| 2. SVOCs, each .....                      | \$ 220.00 |
| 3. BTEX MtBE / Naphthalene, each .....    | \$ 55.00  |
| 4. PCBs, each .....                       | \$ 75.00  |
| 5. PAHs, each .....                       | \$ 95.00  |
| 6. EPH, each .....                        | \$ 50.00  |
| 7. RCRA 8 Metals, each .....              | \$ 85.00  |
| 8. TCLP Metals, each .....                | \$ 125.00 |
| 9. TCLP Metals / VOCs / SVOCs, each ..... | \$ 550.00 |
| 10. Full TCLP, each .....                 | \$ 700.00 |
| 11. Soil Gas TO-15, each .....            | \$ 300.00 |
| 12. Oil & Grease, each .....              | \$ 55.00  |
| 13. Fluoride, each .....                  | \$ 25.00  |

Note: The laboratory prices are provided for reference. The actual lab fees will be billed with the Cost + 20% markup as billed by the lab. Additional project specific tests will be priced upon request.

### C. SPECIAL EQUIPMENT CHARGES

|  |            |
|--|------------|
| 1. OVA, per day .....                              | \$ 100.00  |
| 2. Four Gas Meter, per day .....                   | \$ 105.00  |
| 3. Private Utility Clearance, per hour .....       | \$ 200.00  |
| 4. Subcontractor Fees / Rentals and Expenses ..... | Cost + 20% |

\*Overtime - Time over 8 hours per day, plus Saturdays, Sundays, and Holidays will be billed at 1.5 times the regular rate.

\*\*Mileage/Trip - Mileage will be billed on a trip charge or 0.60 cents per mile.

#### Notes:

All personnel time is portal to portal.

Personnel time, Minimum 2 hours per visit.

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

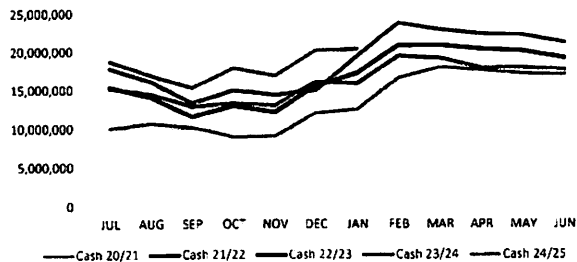
| FUND | DESCRIPTION                     | NON-SPENDABLE | RESTRICTED FUNDS | COMMITTED FUNDS | ASSIGNED FUNDS | UNASSIGNED FUND BALANCE | TOTAL FUND BALANCE | CASH          |
|------|---------------------------------|---------------|------------------|-----------------|----------------|-------------------------|--------------------|---------------|
| 101  | General Fund                    | \$ -          | \$ 2,235,503     | \$ 518,537      | \$ 4,593,721   | \$ 11,674,210           | * \$ 19,021,971    | \$ 20,635,237 |
| 115  | Library Fund                    | \$ -          | \$ 269,205       | \$ -            | \$ -           | \$ -                    | \$ 269,205         | \$ 348,459    |
| 116  | Solid Waste/Sanitation Fund     | \$ -          | \$ 715,964       | \$ -            | \$ -           | \$ -                    | \$ 715,964         | \$ 1,068,557  |
| 121  | American Rescue Plan            | \$ -          | \$ -             | \$ -            | \$ -           | \$ -                    | \$ -               | \$ 3,072,390  |
| 122  | Drug Control Fund               | \$ -          | \$ 148,377       | \$ 8,754        | \$ -           | \$ -                    | \$ 157,131         | \$ 159,511    |
| 127  | Channel 95 Fund                 | \$ -          | \$ -             | \$ -            | \$ 55,114      | \$ -                    | \$ 55,114          | \$ 65,278     |
| 128  | Tourism Fund                    | \$ -          | \$ 438,618       | \$ 233,650      | \$ 100,000     | \$ -                    | \$ 772,268         | \$ 1,072,952  |
| 131  | Highway Fund                    | \$ 75,128     | \$ 269,737       | \$ 1,301,902    | \$ -           | \$ -                    | \$ 1,646,767       | \$ 4,002,604  |
| 141  | General Purpose School Fund     | \$ -          | \$ -             | \$ 10,851,776   | \$ -           | \$ -                    | \$ 10,851,776      | \$ 17,417,668 |
| 143  | Central Cafeteria               | \$ 88,414     | \$ 4,454,127     | \$ -            | \$ -           | \$ -                    | \$ 4,542,541       | \$ 4,300,764  |
| 151  | General Debt Service Fund       | \$ -          | \$ 971,129       | \$ -            | \$ -           | \$ -                    | \$ 971,129         | \$ 2,273,825  |
| 152  | Rural Debt Service Fund         | \$ -          | \$ 673,967       | \$ -            | \$ -           | \$ -                    | \$ 673,967         | \$ 1,126,159  |
| 156  | Education Debt Service Fund     | \$ -          | \$ 128,972       | \$ -            | \$ -           | \$ -                    | \$ 128,972         | \$ 977,628    |
| 171  | Capital Projects Fund           | \$ -          | \$ 482,565       | \$ -            | \$ -           | \$ -                    | \$ 482,565         | \$ 725,753    |
| 177  | Education Capital Projects Fund | \$ -          | \$ 954,077       | \$ -            | \$ -           | \$ -                    | \$ 954,077         | \$ 1,157,932  |
| 263  | Employee Benefit Fund           | \$ 30,555     | \$ -             | \$ -            | \$ 961,103     | \$ -                    | \$ 991,658         | \$ 1,226,323  |
|      |                                 | \$ 194,097    | \$ 11,742,241    | \$ 12,914,619   | \$ 5,709,938   | \$ 11,674,210           | \$ 42,235,105      | \$ 59,631,040 |

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

**Cash Trends**  
January

|            |            |
|------------|------------|
| Cash 20/21 | 12,482,769 |
| Cash 21/22 | 15,870,096 |
| Cash 22/23 | 17,197,688 |
| Cash 23/24 | 19,384,181 |
| Cash 24/25 | 20,373,626 |

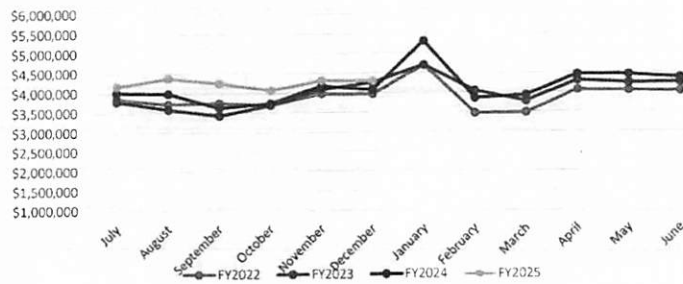
**General Fund Cash Trends**



Copy of Local Option Sales Tax - Net Breakdown by FY

| FY2024    | Anderson Co.   | Clinton         | Rocky Top      | Norris       | Oak Ridge       | Oliver Springs | Out of State | Total           | +/-   |
|-----------|----------------|-----------------|----------------|--------------|-----------------|----------------|--------------|-----------------|-------|
| July      | \$499,637.60   | \$935,432.32    | \$102,159.70   | \$46,607.31  | \$2,247,025.24  | \$118,499.10   | \$59,819.45  | \$4,009,180.72  | 6%    |
| 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%    |
| Totals:   | \$6,071,183.68 | \$11,192,202.58 | \$1,181,065.62 | \$539,681.48 | \$28,813,807.25 | \$1,457,832.10 | \$630,946.58 | \$49,886,719.29 | 4%    |
| FY2025    | Anderson Co.   | Clinton         | Rocky Top      | Norris       | Oak Ridge       | Oliver Springs | Out of State | Total           | +/-   |
| July      | \$491,168.50   | \$930,859.52    | \$108,725.51   | \$44,448.53  | \$2,411,025.21  | \$124,410.32   | \$66,990.18  | \$4,177,627.77  | 4.2%  |
| August    | \$511,851.31   | \$800,787.50    | \$101,851.85   | \$47,875.06  | \$2,774,632.51  | \$124,698.62   | \$15,001.64  | \$4,376,662.49  | 9.7%  |
| September | \$512,025.95   | \$802,463.06    | \$101,803.19   | \$46,608.41  | \$2,597,731.30  | \$137,204.98   | \$52,173.02  | \$4,250,009.91  | 17.3% |
| October   | \$497,462.45   | \$887,229.76    | \$100,691.60   | \$41,831.66  | \$2,353,123.16  | \$126,512.93   | \$63,185.12  | \$4,070,036.68  | 8.9%  |
| November  | \$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  | \$507,665.20   | \$971,899.48    | \$105,362.12   | \$40,481.03  | \$2,490,047.05  | \$136,616.12   | \$46,588.25  | \$4,298,659.25  | 5.6%  |
| January   |                |                 |                |              |                 |                |              |                 |       |
| February  |                |                 |                |              |                 |                |              |                 |       |
| March     |                |                 |                |              |                 |                |              |                 |       |
| April     |                |                 |                |              |                 |                |              |                 |       |
| May       |                |                 |                |              |                 |                |              |                 |       |
| June      |                |                 |                |              |                 |                |              |                 |       |
| Totals:   | \$3,026,516.62 | \$5,347,011.19  | \$617,544.59   | \$269,712.60 | \$15,154,175.18 | \$776,246.63   | \$291,889.99 | \$25,483,060.80 |       |

Local Option Sales Tax - Total Net Collections



**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:

**0083560**

DEPARTMENT: Fleet Services

FROM: John Vickery

| INCREASE  | CODE DESCRIPTION                 | AMOUNT             |
|---|----------------------------------|--------------------|
| 101-54900-307-0200  | Internet Service                 | \$ 1,225.04        |
| 101-54900-359   | Disposal Fees                    | \$ 250.72          |
|   |                                  |                    |
|   | <b>Total</b>                     | <b>\$ 1,475.76</b> |
|   |                                  |                    |
| DECREASE  |                                  |                    |
| 101-54900-338   | Repairs & Maintenance to Vehicle | \$ 1,475.76        |
|   |                                  |                    |
|   | <b>Total</b>                     | <b>\$ 1,475.76</b> |
| Motion <input type="checkbox"/> To Approve<br><input type="checkbox"/> To Refer<br><input type="checkbox"/> With <input type="checkbox"/> W/O |                                  |                    |
| Seconded _____<br>Motion _____  |                                  |                    |
| Detailed Justification / Explanation :  |                                  |                    |
| Increased cost for both internet and disposal services  |                                  |                    |
|   |                                  |                    |
|   |                                  |                    |
|   |                                  |                    |
|   |                                  |                    |
|   |                                  |                    |
| Impact on 25/26 Budget - Yes  |                                  |                    |

1

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

**TYPE OF AMENDMENT**

TRANSFER:

APPROPRIATION:

0083561

DEPARTMENT:

FROM:

Family Justice Center/Finance

Melissa Miller/John Prince

| Decrease           | CODE DESCRIPTION  | AMOUNT    |
|--------------------|---|-----------|
| 101-53600-506- FJC | District Attorney General - Liability Insurance - Family Justice Center | \$ 43.00  |
| 101-53600-524- FJC | District Attorney General - Staff Development - Family Justice Center   | \$ 435.00 |
|                    |   |           |
|                    |   |           |
|                    |   |           |
|                    |   |           |
|                    | TOTAL   | \$ 478.00 |

43  
1023

| Increase           | CODE DESCRIPTION   | AMOUNT    |
|--------------------|--|-----------|
| 101-53600-499- FJC | District Attorney General - Other Supplies & Materials - Family Justice Center | \$ 156.00 |
| 101-53600-425- FJC | District Attorney General - Gasoline - Family Justice Center                   | \$ 232.00 |
| 101-53600-599- FJC | District Attorney General - Other Charges - Family Justice Center              | \$ 90.00  |
|                    |  |           |
|                    |  |           |
|                    |  |           |
|                    |  |           |
|                    |  |           |
|                    | TOTAL  | \$ 478.00 |

Detailed Justification / Explanation :

To adjust FJC budget due to a change in funding source and updated spending needs.

Impact on Next Year's Budget - No effect

2

**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:

**0083562**

DEPARTMENT:

FROM:

Office on Aging & Senior Center

Mayor Frank

2/3/25

| <u>INCREASE</u> / DECREASE (circle one) | CODE DESCRIPTION                            | AMOUNT     |
|---|---|------------|
|   | 101-56300-335 Building Maintenance & Repair | \$1,150.00 |
|   | 101-56300-307-100 Communication             | \$250.00   |
|   |   |            |
|   |   |            |
|   |   |            |
|   |   |            |
|   |   |            |
|   |   |            |
|   |   | \$1,400.00 |

| INCREASE / <u>DECREASE</u> (circle one) | CODE DESCRIPTION      | AMOUNT     |
|---|-----------------------|------------|
|   | 101-56300-355 Travel  | \$1,200.00 |
|   | 101-56300-348 Postage | \$200.00   |
|   |                       |            |
|   |                       |            |
|   |                       |            |

1600  
476

|  |  |            |
|--|--|------------|
| Motion<br><input type="checkbox"/> To Approve<br><input type="checkbox"/> To Refer<br><input type="checkbox"/> With <input type="checkbox"/> W/O |  |            |
| Seconded _____   |  |            |
| Motion   |  | \$1,400.00 |

**Detailed Justification / Explanation** There have been additional maintenance and repairs required at the center this year, so the request is to add funds to the code in case any other maintenance or repairs are needed by June 30th. The communication code request is to cover potential shortfall by June 30th. Projections look like code will be \$210 by year end.

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

*Please attach additional sheet if more information is needed*

3



**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:  2/3/2025  
 DEPARTMENT: FROM: 0083563  
 FINANCE Randy Walters

| Increase            | CODE DESCRIPTION                                | AMOUNT        |
|---------------------|---|---------------|
| 263-51900-340-BCBS  | Other G &A - Medical & Dental Services - Claims | \$ 295,680.00 |
| 263-51900-399-FEDLO | Other G &A -Other Contracted Services -FEDLOGIC | \$ 19,320.00  |
|                     |   |               |
|                     |   |               |
|                     |   |               |
|                     | TOTAL   | \$ 315,000.00 |

| Decrease           | CODE DESCRIPTION                                    | AMOUNT        |
|--------------------|---|---------------|
| 263-51900-399-BCBS | Other G &A - Medical & Dental 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 |

276,822  
90,215

Motion  To Approve  
 To Refer  
 With  W/O

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

Detailed Justification / Explanation :  
 To align expenditure classifications with CBIZ actuarial projections.

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Impact on 24/25 budget - No impact.

4

### 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

0083564

DATE: 1/31/2025

| INCREASE <input type="checkbox"/><br>DECREASE <input checked="" type="checkbox"/> | CODE DESCRIPTION       | AMOUNT              |
|---|------------------------|---------------------|
| 141-39000   | Unassigned Fund Equity | \$ 38,404.12        |
|   |                        |                     |
|   |                        |                     |
|   |                        |                     |
|   |                        |                     |
|   |                        |                     |
|   |                        |                     |
|   |                        |                     |
| <b>Total</b>  |                        | <b>\$ 38,404.12</b> |

138M

| INCREASE <input checked="" type="checkbox"/><br>DECREASE <input type="checkbox"/> | CODE DESCRIPTION                           | AMOUNT              |
|---|--|---------------------|
| 141-71100-201   | Regular Instruction - Social Security      | \$ 1,023.57         |
| 141-71100-212   | Regular Instruction - Medicare             | \$ 239.38           |
| 141-71100-213   | Regular Instruction - Payments to Retirees | \$ 16,509.20        |
| 141-72510-201   | Fiscal Services - Social Security          | \$ 1,073.09         |
| 141-72510-212   | Fiscal Services - Medicare                 | \$ 250.96           |
| 141-72510-213   | Fiscal Services - Payments to Retirees     | \$ 17,307.92        |
|   |  |                     |
|   |  |                     |
|   |  |                     |
| <b>Total</b>  |  | <b>\$ 36,404.12</b> |

Motion \_\_\_\_\_

To Approve

To Refer

With       W/O

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

**Detailed Justification / Explanation :** To appropriate payments to mid-year retirees.

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5

**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:

**0083565**

DEPARTMENT: Fiscal Services

FROM: Marcus Bullock

DATE: 1/31/2025

| INCREASE <input checked="" type="checkbox"/><br>DECREASE <input type="checkbox"/> | CODE DESCRIPTION    | AMOUNT      |
|---|---------------------|-------------|
| 141-46990   | Other State Revenue | \$ 5,000.00 |
|   |                     |             |
|   |                     |             |
|   |                     |             |
|   |                     |             |
|   |                     |             |
|   |                     |             |
|   |                     |             |
|   |                     |             |
| Total   |                     | \$ 5,000.00 |

| INCREASE <input checked="" type="checkbox"/><br>DECREASE <input type="checkbox"/> | CODE DESCRIPTION                                   | AMOUNT      |
|---|--|-------------|
| 141-71100-499   | Regular Instruction - Other Supplies and Materials | \$ 5,000.00 |
|   |  |             |
|   |  |             |
|   |  |             |
|   |  |             |
|   |  |             |
|   |  |             |
|   |  |             |
|   |  |             |
| Total   |  | \$ 5,000.00 |

Motion \_\_\_\_\_

To Approve

To Refer

With       W/O

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

Detailed Justification / Explanation : To appropriate funds received by the district for the 2024 Tennessee Educator Survey Grant awarded to Clinton Middle School.

Revenue received

### 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** 0083566

TRANSFER:       APPROPRIATION:

DEPARTMENT: Fiscal Services      FROM: Marcus Bullock

DATE: 1/31/2025

| INCREASE <input checked="" type="checkbox"/><br>DECREASE <input type="checkbox"/> | CODE DESCRIPTION    | AMOUNT              |
|---|---------------------|---------------------|
| 141-44990   | Other Local Revenue | \$ 18,900.00        |
|   |                     |                     |
|   |                     |                     |
|   |                     |                     |
|   |                     |                     |
|   |                     |                     |
|   |                     |                     |
|   |                     |                     |
|   |                     |                     |
| <b>Total</b>  |                     | <b>\$ 18,900.00</b> |

| INCREASE <input checked="" type="checkbox"/><br>DECREASE <input type="checkbox"/> | CODE DESCRIPTION                    | AMOUNT              |
|---|-------------------------------------|---------------------|
| 141-71100-589   | Regular Instruction - Other Charges | \$ 18,900.00        |
|   |                                     |                     |
|   |                                     |                     |
|   |                                     |                     |
|   |                                     |                     |
|   |                                     |                     |
|   |                                     |                     |
|   |                                     |                     |
|   |                                     |                     |
| <b>Total</b>  |                                     | <b>\$ 18,900.00</b> |

Motion \_\_\_\_\_

To Approve

To Refer

With       W/O

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

Detailed Justification / Explanation : To appropriate funds received by the district for grants awarded to individual school by Battelle.

Revenue received

(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:

0083567

DEPARTMENT: Special Education Department

FROM: Kim Towe

DATE: 1/21/2025

| INCREASE <input type="checkbox"/>            | CODE DESCRIPTION                 | AMOUNT              |
|--|----------------------------------|---------------------|
| DECREASE <input checked="" type="checkbox"/> |                                  |                     |
| 141-34555                                    | Restricted for Education - SEFFS | \$ 76,000.00        |
|  |                                  |                     |
|  |                                  |                     |
|  |                                  |                     |
|  |                                  |                     |
|  |                                  |                     |
|  |                                  |                     |
|  |                                  |                     |
|  |                                  |                     |
| <b>Total</b>                                 |                                  | <b>\$ 76,000.00</b> |

138

| INCREASE <input checked="" type="checkbox"/> | CODE DESCRIPTION  | AMOUNT              |
|--|-------------------|---------------------|
| DECREASE <input type="checkbox"/>            |                   |                     |
| 141-72220-524-SEFFS                          | Staff Development | \$ 10,000.00        |
| 141-72220-718-SEFFS                          | Motor Vehicle     | \$ 66,000.00        |
|  |                   |                     |
|  |                   |                     |
|  |                   |                     |
|  |                   |                     |
|  |                   |                     |
|  |                   |                     |
|  |                   |                     |
| <b>Total</b>                                 |                   | <b>\$ 76,000.00</b> |

Motion \_\_\_\_\_

To Approve

To Refer

With       W/O

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

**Detailed Justification / Explanation :** To appropriate Special Education Fees of Services funds to add funds to Staff Development and to add funds to Motor Vehicle to purchase 2 vans to transport students with disabilities.

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8



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:

FROM: Gary Long

0083569

131-ACHD

DATE Jan 28 2025

| INCREASE / DECREASE (circle one) | CODE DESCRIPTION                             | AMOUNT      |
|----------------------------------|--|-------------|
|                                  |  |             |
|                                  | 131-63100-366 Maintenance & Equipment Repair | \$ 1,941.50 |
|                                  | 131-63100-399 Contracted Services            | \$ 7,380.00 |
|                                  |  |             |
|                                  |  |             |
|                                  |  |             |
|                                  |  |             |
|                                  |  |             |
|                                  |  |             |
|                                  | Total  | \$ 9,321.50 |

| INCREASE | CODE DESCRIPTION  | AMOUNT      |
|----------|---|-------------|
|          |   |             |
|          | 131-49700 Insurance recovery 2nd payment on Wrecked Mac Truck                     | \$ 1,941.50 |
|          | 131-49700 Insurance recovery on tow bill for 366 Truck Wrecked in snow storm 1/10 | \$ 7,380.00 |
|          |   |             |
|          | Total   | \$ 9,321.50 |

Motion

To Approve

To Refer

With  W/O

Seconded \_\_\_\_\_

Motion \_\_\_\_\_

Detailed Justification / Explanation :

- 1) Insurance recovery for an adjustment payment on Mac Truck Wreck
- 2) Insurance recovery for tow on Mack Truck 366 wrecked in snow storm 1/10/2025

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

Please attach additional sheet if more information is needed

10

The screenshot displays the LGC software interface. At the top, there is a navigation bar with 'Home' and 'Tools' tabs. Below this is a toolbar containing various icons for file operations (Back, Save And Close, Save And New, Delete, Audit, New, View, New Template) and editing actions (Previous, Next, Refresh, Cut, Copy, Paste, Undo, Clear, Select All, Close All). The window title is 'Misc Receipt - 31588 - Transaction'.

On the left side, there is a 'Menu' pane with a tree view of the application's structure:

- Financial Management
  - General Ledger
    - GL Account Inquiry
    - GL Accounts
    - Duplicate GL Accounts
  - Transactions
  - Bank Reconciliation
  - Period End
  - Budgeting
  - Administration
  - Utilities
  - Reporting
- Payroll
  - Employees
  - Leave
  - Timesheets
  - Payments
  - ACH
  - Period End
  - Budgeting
  - Data Interchange
  - Administration
  - Utilities
  - Reporting
  - Monitoring
- Point Of Sale
- Purchasing
- Tools
- System Administration

The main area of the window shows the breadcrumb path: Home > GL Accounts > GL Account > GL Account Fiscal Year > Transaction. Below this, there are tabs for 'General', 'Internal Notes', and 'Entries'. The 'General' tab is active, displaying the following transaction details:

|                     |                                 |
|---------------------|---------------------------------|
| Division:           | Anderson County                 |
| Special Processing: | Point Of Sale Transaction       |
| Posting Status:     | Posted                          |
| Batch ID:           |                                 |
| Date:               | 1/8/2025                        |
| Period:             | January 2025                    |
| Transaction Type:   | Misc Receipt                    |
| Number:             | 31588                           |
| Description:        | Tennessee Risk Management Trust |
| Bank Account:       |                                 |
| Check Type:         |                                 |
| Reference:          |                                 |
| Debit Amount:       | \$1,941.50                      |
| Credit Amount:      | \$1,941.50                      |

10



**LGC** Home Tools

Back Save And Close Save And New Delete Audit New View New Template Previous Next Refresh Cut Copy Paste Select All Undo Clear Clipboard Close All Misc Receipt - 31939 - Transaction 131. -49700 - GL Account Inq Wind

**Menu**

- Financial Management
  - General Ledger
    - GL Account Inquiry
    - GL Accounts
    - Duplicate GL Accounts
  - Transactions
  - Bank Reconciliation
  - Period End
  - Budgeting
  - Administration
  - Utilities
  - Reporting
- Payroll
  - Employees
  - Leave
  - Timesheets
  - Payments
  - ACH
  - Period End
  - Budgeting
  - Data Interchange
  - Administration
  - Utilities
  - Reporting
  - Monitoring
- Point Of Sale
- Purchasing
- Tools
- System Administration

**Misc Receipt - 31939 - Transaction**

Home > GL Accounts > GL Account > GL Account Fiscal Year > Transaction

General Internal Notes Entries

Division: Anderson County

Special Processing: Point Of Sale Transaction

Posting Status: Posted

Batch ID:

Date: 1/29/2025

Period: January 2025

Transaction Type: Misc Receipt

Number: 31939

Description: TNRMT

Bank Account:

Check Type:

Reference:

Debit Amount: \$7,380.00

Credit Amount: \$7,380.00

(b)

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:

FROM: Gary Long

0083570

131- ACHD

DATE Jan 30 2025

| INCREASE / DECREASE (circle one) | CODE DESCRIPTION               | AMOUNT        |
|----------------------------------|--------------------------------|---------------|
| 131-63100-418                    | Machinery & Equipment Supplies | \$ 100,000.00 |
| 131-63100-336                    | Maintenance & Repair           | \$ 40,000.00  |
| Total                            |                                | \$ 140,000.00 |

| INCREASE / DECREASE (circle one) | CODE DESCRIPTION   | AMOUNT        |
|----------------------------------|--------------------|---------------|
| 131-34550                        | Restricted for Hwy | \$ 140,000.00 |
| Total                            |                    | \$ 140,000.00 |

|  |  |
|--|--|
| <p>Motion</p> <p><input type="checkbox"/> To Approve</p> <p><input type="checkbox"/> To Refer</p> <p style="padding-left: 40px;"><input type="checkbox"/> With                      <input type="checkbox"/> W/O</p> <p>Seconded _____</p> <p>Motion _____</p> |  |
|--|--|

Detailed Justification / Explanation :

- 1) Use for all machinery parts & supplies
- 2) Repair for all machinery

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

*Please attach additional sheet if more information is needed*

ANDERSON COUNTY BUDGET AMENDMENT REQUEST

Page \_\_\_ of \_\_\_

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

**TYPE OF AMENDMENT**

TRANSFER:

APPROPRIATION:

DEPARTMENT:

FROM: Gary Long

0083571

131- ACHD

DATE Jan 30 2025

| INCREASE / DECREASE (circle one) | CODE DESCRIPTION  | AMOUNT       |
|----------------------------------|-------------------|--------------|
|                                  |                   |              |
| 131-68000-714                    | Capital Equipment | \$ 20,000.00 |
|                                  |                   |              |
|                                  |                   |              |
|                                  |                   |              |
|                                  |                   |              |
|                                  |                   |              |
|                                  |                   |              |
| Total                            |                   | \$ 20,000.00 |

| INCREASE / DECREASE (circle one) | CODE DESCRIPTION   | AMOUNT       |
|----------------------------------|--------------------|--------------|
|                                  |                    |              |
| 131-34550                        | Restricted for hwy | \$ 20,000.00 |
|                                  |                    |              |
|                                  |                    |              |
|                                  |                    |              |
| Total                            |                    | \$ 20,000.00 |

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

Detailed Justification / Explanation :

\_\_\_\_\_  
 Possible need for a piece of new equipment  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Please attach additional sheet if more information is needed



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

**TYPE OF AMENDMENT**

TRANSFER:

APPROPRIATION:

DEPARTMENT: \_\_\_\_\_  
County Clerk

FROM: 0083573  
Jeff Cole

1/31/2025

| Increase                     | CODE DESCRIPTION                                    | AMOUNT      |
|------------------------------|---|-------------|
| 101-43383 <i>34515-TITLE</i> | County Clerk-Additional Fees <i>Restricted Code</i> | \$ 9,800.00 |
|                              | Titling and Registration                            |             |
|                              |   |             |
|                              |   |             |
|                              |   |             |
|                              | TOTAL   | \$ 9,800.00 |

*44,800*

| Increase      | CODE DESCRIPTION                         | AMOUNT      |
|---------------|--|-------------|
| 101-52500-349 | County Clerk-Printing, Stationary, Forms | \$ 1,200.00 |
| 101-52500-351 | County Clerk-Rentals                     | \$ 5,600.00 |
| 101-52500-709 | County Clerk-Data Processing             | \$ 3,000.00 |
|               |  |             |
|               |  |             |
|               | TOTAL                                    | \$ 9,800.00 |

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

Detailed Justification:

Envelopes for Rest of Year/ Norris Office Rent/ Software Updates

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Impact on 24/25 Budget

One Time Increase

*(14)*

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

**TYPE OF AMENDMENT**

TRANSFER:

APPROPRIATION: X

0083574

DEPARTMENT: Planning

FROM: Marjorie Tinker

| INCREASE   | CODE DESCRIPTION         | AMOUNT             |
|--|--------------------------|--------------------|
| 101-51720-718  | Planning - Motor Vehicle | \$ 4,373.00        |
|  |                          |                    |
|  |                          |                    |
|  | <b>Total</b>             | <b>\$ 4,373.00</b> |
|  |                          |                    |
| <b>INCREASE</b>  |                          |                    |
| 101-49700  | Insurance Recovery       | \$ 4,373.00        |
|  |                          |                    |
|  |                          |                    |
|  | <b>Total</b>             | <b>\$ 4,373.00</b> |
| Motion<br><input type="checkbox"/> To Approve<br><input type="checkbox"/> To Refer<br><input type="checkbox"/> With <input type="checkbox"/> W/O |                          |                    |
| Seconded _____<br>Motion _____   |                          |                    |
| Detailed Justification / Explanation :   |                          |                    |
| Insurance recovery check from TNRMT for Planning vehicle.  |                          |                    |
| Placing funds in 718 to help pay for upgrades on new truck.  |                          |                    |
|  |                          |                    |
|  |                          |                    |
|  |                          |                    |
|  |                          |                    |
|  |                          |                    |
| Impact on 25/26 Budget - No  |                          |                    |

15

**Home** **Tools**

Back Save And Close Save And New Delete File View Documents Maintenance Clipboard Window

Previous Next Refresh Paste Select All Cut Copy Clear Undo Close All

**Menu** Misc Receipt - 31851 - Transaction

- Financial Management
  - General Ledger
    - GL Account Inquiry
    - GL Accounts
    - Duplicate GL Accounts
  - Transactions
  - Bank Reconciliation
  - Period End
  - Budgeting
  - Administration
  - Utilities
  - Reporting
- Payroll
  - Employees
  - Leave
  - Timesheets
  - Payments
  - ACH
  - Period End
  - Budgeting
  - Data Interchange
  - Administration
  - Utilities
  - Reporting
  - Monitoring
- Point Of Sale
- Purchasing
- Tools
- System 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: 1/23/2025

Period: January 2025

Transaction Type: Misc Receipt

Number: 31851

Description: TNRMT

Bank Account:

Check Type:

Reference:

Debit Amount: 54,373.00

Credit Amount: 54,373.00

15





**ANDERSON COUNTY  
COMMISSION  
MINUTES  
APRIL 17, 2023  
REGULAR SESSION**

|               |                   |                   |
|---------------|-------------------|-------------------|
| 101-51100-524 | Staff Development | <u>1,500.00</u>   |
|               |                   | <b>\$5,700.00</b> |

|                               |                         |            |
|-------------------------------|-------------------------|------------|
| <u>Decrease Reserve Code:</u> |                         |            |
| 101-39000                     | Unassigned Fund Balance | \$5,700.00 |

10. Commissioner Foster made a motion to approve the following non-school transfer. Seconded by Commissioner Isbel. Voting Aye: Verran, Vandagriff, Isbel, Wandell, Beauchamp, Yager, Anderson, Smallridge, Mayes, Palmer, Foster, White and Allen. Voting No: None. Absent: Denenberg, Vowell and McKamey. Motion passed.

|                                   |                |            |
|-----------------------------------|----------------|------------|
| <u>Increase Expenditure Code:</u> |                |            |
| 101-54900-169                     | Part-Time Help | \$3,000.00 |

|                                   |  |            |
|-----------------------------------|--|------------|
| <u>Decrease Expenditure Code:</u> |  |            |
| 101-54900-453-1000                | Vehicle Parts-Other Departments Maint. | \$3,000.00 |

11. Commissioner Mayes made a motion to approve to provide \$980,980.00 (25% in matching funds) should the county receive the award for a potential FEMA grant for construction of an Emergency Operations Center. Seconded by Commissioner Allen. Voting Aye: Verran, Vandagriff, Isbel, Wandell, Beauchamp, Yager, Anderson, Smallridge, Mayes, Palmer, Foster, White and Allen. Voting No: None. Absent: Denenberg, Vowell and McKamey. Motion passed.

12. Commissioner Wandell made a motion for the Mayor to draft a letter to the Governor, Lieutenant Governor, our State Representative, Oak Ridge Officials and TDOT respectfully requesting that the State of Tennessee include the full cost of this lighting with the cost of the TDOT SR-170 road-widening project at no additional cost. Seconded by Commissioner Isbel. Voting Aye: Verran, Vandagriff, Isbel, Wandell, Beauchamp, Yager, Anderson, Smallridge, Mayes, Palmer, Foster, White and Allen. Voting No: None. Absent: Denenberg, Vowell and McKamey. Motion passed.

13. Commissioner Vandagriff made a motion to approve the Norris Community Library applying for a TOP Grant from the Tennessee State Library and Archives and EMS applying for a Lash Grant from U T Medical Center. Seconded by Commissioner Mayes. Voting Aye: Verran, Vandagriff, Isbel, Wandell, Beauchamp, Yager, Anderson, Smallridge, Mayes, Palmer, Foster, White and Allen. Voting No: None. Absent: Denenberg, Vowell and McKamey. Motion passed.

Operations

14. Commissioner Yager made a motion to approve Resolution No. 23-04-1089 creating the Anderson County Task Force on Human Trafficking (EXHIBIT A). Seconded by Commissioner Smallridge. Voting Aye: Verran, Vandagriff, Isbel, Wandell, Beauchamp, Yager, Anderson, Smallridge, Mayes, Palmer, Foster, White and Allen. Voting No: None. Absent: Denenberg, Vowell and McKamey. Motion passed.

**ATTACHMENT 1**  
**Page 1**

| <b>GRANT BUDGET</b>  |  |                       |                      |                      |
|--|--|-----------------------|----------------------|----------------------|
| <b>ANDERSON COUNTY:<br/>EMERGENCY OPERATIONS CENTER GRANT PROGRAM 2024</b>   |  |                       |                      |                      |
| The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period: |  |                       |                      |                      |
| BEGIN: 09/01/2024  |  | END: 04/30/2025       |                      |                      |
|  | <b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>  | <b>GRANT CONTRACT</b> | <b>GRANTEE MATCH</b> | <b>TOTAL PROJECT</b> |
|  | Salaries, Benefits & Taxes   | 0.00                  | 0.00                 | 0.00                 |
|  | Professional Fee, Grant & Award <sup>2</sup>   | 2,942,940.00          | 980,980.00           | 3,923,920.00         |
|  | Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications                                    | 0.00                  | 0.00                 | 0.00                 |
|  | Travel, Conferences & Meetings   | 0.00                  | 0.00                 | 0.00                 |
|  | Interest <sup>2</sup>  | 0.00                  | 0.00                 | 0.00                 |
|  | Insurance  | 0.00                  | 0.00                 | 0.00                 |
|  | Specific Assistance to Individuals   | 0.00                  | 0.00                 | 0.00                 |
|  | Depreciation <sup>2</sup>  | 0.00                  | 0.00                 | 0.00                 |
|  | Other Non-Personnel <sup>2</sup>   | 0.00                  | 0.00                 | 0.00                 |
|  | Capital Purchase <sup>2</sup>  | 0.00                  | 0.00                 | 0.00                 |
|  | Indirect Cost  | 0.00                  | 0.00                 | 0.00                 |
|  | In-Kind Expense  | 0.00                  | 0.00                 | 0.00                 |
|  | Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above) | 0.00                  | 0.00                 | 0.00                 |
|  | <b>GRAND TOTAL</b>   | <b>2,942,940.00</b>   | <b>980,980.00</b>    | <b>3,923,920.00</b>  |

<sup>1</sup> Each expense object line-item is defined by the U.S. OMB's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/general-services/procurement/central-procurement-office-cpo-library.html>).

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

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

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

**TYPE OF AMENDMENT**

TRANSFER:  
DEPARTMENT: Mayor/Pre-Trial

APPROPRIATION: X  
FROM: Terry Frank

0083576

| INCREASE        | CODE DESCRIPTION                 | AMOUNT              |
|-----------------|----------------------------------|---------------------|
| 101-53900-105   | Pre-Trial- Supervisor/ Director  | \$ 1,175.00         |
| 101-53900-111   | Pre-Trial- Probation Officers    | \$ 14,775.00        |
| 101-53900-201   | Pre-Trial- Social Security       | \$ 1,000.00         |
| 101-53900-204   | Pre-Trial- Retirement            | \$ 150.00           |
| 101-53900-210   | Pre-Trial- Unemployment          | \$ 21.00            |
| 101-53900-212   | Pre-Trial- Medicare              | \$ 235.00           |
|                 | <b>Total</b>                     | <b>\$ 17,356.00</b> |
| <b>DECREASE</b> |                                  |                     |
| 101-39000       | Repairs & Maintenance to Vehicle | \$ 17,356.00        |
|                 | <b>Total</b>                     | <b>\$ 17,356.00</b> |

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

|  |  |  |  |
|--|--|--|--|
| Detailed Justification / Explanation : |  |  |  |
| See attached letter and documents.     |  |  |  |
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Impact on 25/26 Budget - Yes

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## ANDERSON COUNTY GOVERNMENT

TERRY FRANK  
COUNTY MAYOR

February 3, 2025

Commissioner Shain Vowell  
Chairman, Anderson County Budget Committee

RE: Pre-Trial Release

Dear Chairman Vowell and Honorable Members of Budget Committee,

At the October 2024 Budget Committee meeting, I had apprised members of the need for an expansion of the Pre-Trial Department due to changes and new mandates in state law. The Tennessee General Assembly passed new legislation that as enacted, revises law related to global positioning monitoring systems devices, including *requiring* the court to order an offender to wear such a device, as well as afford a victim the ability to be notified if the offender is within a prescribed proximity.

It has been determined upon meeting with the Judges, District Attorney General Office, Sheriff, Clerk and court staff, Detention Center, and others, that Pre-Trial is the best equipped to manage the overseeing of GPS compliance and filing of any violations of GPS monitoring conditions. I have attached a request for one additional personnel, as well as an appropriate salary adjustment for the two existing staff for the growing electronic monitoring needs. Their regular duties have expanded and are now finding themselves with frequent after-hours work demands.

As a reminder, Commission has already authorized a grant requested by the courts that utilizes Pre-Trial for indigent monitoring. The new law has expanded the monitoring requirements even further.

I have attached Public Chapter 1033, along with a job description and budget worksheet.

Please let me know if you have any questions at all.

My best,



# State of Tennessee

## PUBLIC CHAPTER NO. 1033

### SENATE BILL NO. 1972

By Rose, Stevens, Massey

Substituted for: House Bill No. 2692

By Doggett, Hardaway, Towns, Lamberth, Moody, Russell, Gillespie, Davis, Howell, Hulsey, Gloria Johnson, Farmer, Carringer, Fritts, Hemmer, Littleton, Vital, McCalmon, Alexander, Capley, Brock Martin, Burkhardt, Eldridge, Bulso, Grills, Moon, Hakeem, Sherrell, Williams, Tim Hicks

AN ACT to amend Tennessee Code Annotated, Title 39; Title 40, Chapter 11 and Title 55, Chapter 10, relative to pretrial release.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. This act is known and may be cited as "The Debbie and Marie Domestic Violence Protection Act."

SECTION 2. Tennessee Code Annotated, Section 40-11-150(n)(2), is amended by deleting "did occur, unless" and substituting "did occur, then unless".

SECTION 3. Tennessee Code Annotated, Section 40-11-150, is amended by deleting subdivision (n)(2)(B) and substituting:

(B) Prior to the defendant's release on bond, the court or magistrate shall:

(i) Issue a no contact order containing all bond conditions set out in this section that are applicable to the protection of the domestic violence victim; and

(ii) Order the defendant to wear a global positioning monitoring system device as set forth in § 40-11-152(b)(2).

SECTION 4. Tennessee Code Annotated, Section 40-11-152, is amended by deleting subsections (a) and (b) and substituting:

(a) As used in this part:

(1) "Global positioning monitoring system":

(A) Means a system that electronically determines and reports the location of an individual through the use of a transmitter or similar device worn by the individual that transmits latitude and longitude data to a monitoring entity through global positioning satellite technology; and

(B) Does not include a system that contains or operates global positioning system technology, radio frequency identification technology, or any other similar technology that is implanted in or otherwise invades or violates the individual's body; and

(2) "Qualified contract service provider" means a private or public entity that:

(A) Meets the qualifications of § 55-10-426;

(B) Has a written agreement with the issuing court that designates specific persons to receive notifications and alerts as required by subsection (i); and

SB 1972

(C) Maintains a monitoring center that is staffed twenty-four (24) hours a day, seven (7) days a week and capable of immediately notifying the law enforcement employee designee and the appropriate emergency communications dispatch center of violations by call, text message, or electronic mail as required by subsection (l).

(b)(1) Pursuant to § 40-11-150, the court or magistrate may order a defendant who is arrested for the offense of stalking, aggravated stalking, or especially aggravated stalking, as defined in § 39-17-315, any criminal offense defined in title 39, chapter 13, in which the alleged victim of the offense is a victim as defined in § 36-3-601(5), (11), or (12), or is in violation of an order of protection as authorized by title 36, chapter 3, part 6, to do the following as a condition of bail:

(A) Wear a global positioning monitoring system device and pay the costs associated with operating that system in relation to the defendant; and

(B) If the alleged victim of the offense consents after receiving the information described by subsection (d), pay the costs associated with providing the victim with a cellular device application or an electronic receptor device that:

(i) Is capable of receiving the global positioning monitoring system information from the device worn by the defendant;

(ii) Notifies the victim if the defendant is at or near a location that the defendant has been ordered to refrain from going to or near under § 40-11-150; and

(iii) Notifies the victim if the defendant is within a prescribed proximity of the victim's cellular device or electronic receptor device.

(2) Pursuant to § 40-11-150(n), if the court or magistrate finds probable cause to believe that one (1) or more of the circumstances in § 40-11-150(n)(1) did occur, then unless the court or magistrate finds the offender no longer poses a threat to the alleged victim or public safety and makes such a finding in a written order, the court or magistrate shall order a defendant who is charged with the offense of aggravated assault, as defined in § 39-13-102(a)(1)(A)(i), (a)(1)(A)(iii), or (a)(1)(A)(iv), in which the alleged victim of the offense is a domestic abuse victim, as defined in § 36-3-601, to do the following as a condition of bail:

(A) Wear a global positioning monitoring system device and pay the costs associated with operating that system in relation to the defendant; and

(B) If the alleged victim of the offense consents after receiving the information described in subsection (d), pay the costs associated with providing the victim with a cellular device application or an electronic receptor device that:

(i) Is capable of receiving the global positioning monitoring system information from the device worn by the defendant;

(ii) Notifies the victim if the defendant is at or near a location that the defendant has been ordered to refrain from going to or near under § 40-11-150; and

(iii) Notifies the victim if the defendant is within a prescribed proximity of the victim's cellular device or electronic receptor device.

(3) If a defendant is released without a global positioning monitoring system device, then the court shall make reasonable efforts to directly contact the victim and notify the victim that the offender will be released without a global positioning monitoring system device and the victim will not be provided with access to notifications of the offender's proximity.

SECTION 5. Tennessee Code Annotated, Section 40-11-152(g), is amended by adding the following at the end of the subsection:

If a victim voluntarily chooses not to utilize a cellular device application that supports offender proximity monitoring or is noncompliant with correct usage of the application, then the special duty exception to the public duty doctrine does not apply, and the qualified contract service

SB 1972

provider and the manufacturer of the global positioning monitoring system device are immune from civil or criminal liability resulting from the victim's choice or noncompliance.

SECTION 6. Tennessee Code Annotated, Section 40-11-152, is amended by deleting subsection (h) and substituting:

(h) A defendant ordered to wear a global positioning monitoring system device or to provide the victim with a cellular device application or an electronic receptor device pursuant to subsection (b) shall pay all costs associated with operating that system in relation to the defendant and all costs associated with providing the victim with a cellular device application or an electronic receptor device. The defendant is not eligible for assistance from the electronic monitoring indigency fund, as established pursuant to § 55-10-419, regardless of whether the defendant is indigent.

SECTION 7. Tennessee Code Annotated, Section 40-11-152, is amended by deleting subsection (i) and substituting:

(i) The magistrate who imposes a condition described by subsection (b) shall order the entity that operates the global positioning monitoring system to notify the law enforcement employee designated in subsection (e) and the appropriate emergency communications dispatch center if a defendant violates a condition of bond imposed under this section.

SECTION 8. Tennessee Code Annotated, Section 40-11-152(k), is amended by adding the following at the end of the subsection:

Each such county or municipality shall enter into a written agreement with a qualified contract service provider.

SECTION 9. Tennessee Code Annotated, Section 40-11-152, is amended by adding the following as a new subsection:

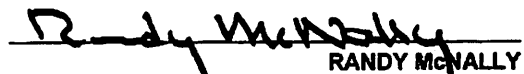
( ) A qualified contract service provider and the manufacturer of the global positioning monitoring system device are not civilly or criminally liable for injuries or damages resulting from actions of the defendant when the actions of those entities and the entities' employees are in accordance with this section and done in good faith and without gross negligence or malice.

SECTION 10. This act takes effect July 1, 2024, the public welfare requiring it.



SENATE BILL NO. 1972

PASSED: April 23, 2024

  
RANDY McNALLY  
SPEAKER OF THE SENATE

  
CAMERON SEXTON, SPEAKER  
HOUSE OF REPRESENTATIVES

APPROVED this 25<sup>th</sup> day of May 2024

  
BILL LEE, GOVERNOR

Position Title: Pre-Trial Release Officer

Department Name: Pre-Trial Release Department

Immediate Supervisor Name: Heidi A. Miller

Immediate Supervisor Title: Director, Pre-Trial Release

Salary Schedule/Level:

Summary of Position: The Pre-Trial Release Program is designed to provide for the presumed innocent offenders (who are unable to post bond) to be released pending trial. The program operates under the supervision of the County Mayor's Office and pursuant to Court Orders from the Criminal and Sessions Courts of Anderson County. The Pre-Trial Release Department monitors the defendant's compliance to the Court Order. This includes regular reporting, compliance with the law, and conditions specific to their offense.

Essential Functions:

- Serves as Pre-Trial Release Officer with responsibility of the daily operation of the department, the implementation of contracts, program development, and public relations, reporting directly to the Mayor.
- Utilizes equipment such as computers, internet access, and telephones to ensure constant and immediate contact with defendants, Courts, Detention Facilities, and other outside agencies in a timely manner.
- Receives Pre-Trial Release orders from the Courts requiring immediate implementation.
- Responds to Court Order and completes contract documentation with the defendant; provides the defendant a copy of the contract agreement.
- Ensures the Pre-Trial Release fee is paid by the defendant to the Court Clerk.
- Inputs contract documentation into the Pre-Trial Release database; creates hard file and provides copy to appropriate Court Clerk.
- Tracks the defendant's compliance of the Court Order by maintaining contact with the defendant.
- Initiates an Arrest Warrant for any defendant found to be in violation of any of their Court Ordered obligations.
- Tracks continually the status of all active and violated defendants.
- Maintains files for violated as well as compliant defendants until the case is adjudicated at which point the file is placed in inactive status.
- Provides direct testimony to the Courts regarding the compliance of the defendant.

(Essential Functions-Continued)

- Provides reports to the Courts upon request, regarding the compliance and status of the defendant.
- Maintains secure files and is Custodian of Records.
- Aides in development of an annual budget and monitoring expenditures of the Department.
- Aides in the monitoring and compiling of statistics and writing reports.
- Acts as liaison between the Department and other offices and courts.
- Assists in the accomplishment of Departmental goals.

Electronic Monitoring Functions:

- Maintains database of clients approved for the Alternative Electronic Monitoring Fund (AEMIF)
- Tracks and manages invoices from participating vendors
- Prepares and submits invoices to the Finance Department for vendor payments
- Submits quarterly and annual reports to appropriate state agencies
- Coordinates with internal and external agencies for installation, compliance, and removal of device(s)
- Supervises compliance of monitoring device(s)
- Provides status reports for Judges, Prosecutors, and Attorneys
- Responds to time-sensitive alerts provided by the monitoring companies
- Initiates arrest warrant for noncompliant offenders
- Provides testimony to the Court for noncompliant or compliant offenders

Minimum Qualifications:

- Education and experience equivalent to an Associate Degree in Criminal Justice, Sociology, Psychology or a related field; or a high school diploma and a minimum of 2 years' experience with the capacity to understand and apply the legal requirements and human relations skills.
- Maintain and possess a valid and current motor vehicle license.

Performance Aptitudes:

- Excellent communication and organizational skills are required.
- Requires effectiveness in oral and written communication and human relations skills and the ability to interface effectively with clients, other departments and staff.
- Requires effective computer skills.
- Knowledge of Tennessee State & County Court Systems.

- Ability to establish and maintain effective working relationships with members of the Judiciary, Officials of other Local, State, Federal, and Community Agencies, and the Public.
- Maintains the highest standards of confidentiality.

**Work Environment:**

- Responds immediately to a Courtroom, Detention Facility, Hospital, or other facility to complete the court ordered documents required for the release of the defendant.

**Physical Demands:**

- Involves mobility to and from parking lot and work station, and other offices. Access to work station from parking lot involves use of elevator and limited use of stairs.
- Requires frequent sitting.
- Requires occasional lifting of moderate weight (up to 25 pounds).
- Requires frequent extension of arms and hands, frequent turning by rotating upper trunk right or left, occasional twisting in rotating the entire body, pushing against an object and pulling toward oneself.
- Requires ability to operate a motor vehicle.
- Expressing or exchanging ideas by spoken word or perceiving sound by ear.
- Good eye sight for production of safety of self and others.
- The office environment consists of centrally controlled heating and air condition.
- Uses standard office equipment.

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

ANDERSON COUNTY GOVERNMENT  
 EMPLOYEE PAYROLL TAX & FRINGE BENEFIT CALCULATIONS  
 BUDGET YEAR 2023/2024

DEPARTMENT: Fire Truck

PREPARED BY: AJM

- Calculations: Calculations:  
 201 Social Security - Multiply Gross Salary by 6.2% (.062)  
 204 Retirement - Multiply Gross Salary by 6.00% (.0600) for full-time employees  
 206 Life Insurance - Single coverage \$66.00/year - Family coverage \$90.00/year for full-time employees  
 207 Medical GOLD - Single \$5,268. Single+1 \$13,375. Family \$15,720 per year for full-time employees  
 207 Medical SILVER - Single \$5,268. Single+1 \$13,872. Family \$14,712 per year for full-time employees  
 208 Dental ins. - Single coverage \$297/year. Family coverage \$372/year for full-time employees  
 209 Short-term Disability Ins - Salary by 0.34% (.0034) for full-time employees  
 210 Unemployment - First \$7,000 per person by .3% (.003) or \$21 per person per year for full-time employees  
 232 Medicare - Gross Annual Salary by 1.45% (.0145).

Finance Department will complete codes 206, 207 & 208

Please list employees separately by budget code.  
 Budget code distinguishes between department head/official, full-time and part-time staff.

| Employee Name        | Position          | Budget Code | Hourly Rate | Gross Annual Salary | Social Security 201 | Retirement 204 | Life Insurance 206 | Medical Insurance 207 | Dental Insurance 208 | S/T Disability 209 | Unemployment 210 | Medicare 232 |
|----------------------|-------------------|-------------|-------------|---------------------|---------------------|----------------|--------------------|-----------------------|----------------------|--------------------|------------------|--------------|
| 105 Heidi Miller     | Supervisor        | 2,500       |             | \$975               | \$60                | \$59           | \$0                | \$0                   | \$0                  | \$0                | \$0              | \$14         |
|                      |                   | 2,750       |             | \$1,175             | \$73                | \$71           |                    |                       |                      |                    |                  | \$17         |
| 111 Tyler Lamb       | Probation Officer | 2,500       |             | \$975               | \$60                | \$59           |                    |                       |                      |                    |                  | \$14         |
|                      |                   | 2,750       |             | \$1,175             | \$73                | \$71           |                    |                       |                      |                    |                  | \$17         |
| 1:1                  | New Position      | 16.00 hour  |             | \$11,520            | \$734               | \$0            |                    |                       |                      |                    |                  | \$167        |
|                      |                   | 17.00 hour  |             | \$13,600            | \$843               | \$0            |                    |                       |                      |                    |                  |              |
|                      |                   |             |             |                     | \$0                 | \$0            |                    |                       |                      |                    |                  | \$0          |
|                      |                   |             |             |                     | \$0                 | \$0            |                    |                       |                      |                    |                  | \$0          |
| Total by object code |                   |             |             |                     |                     |                |                    |                       |                      |                    |                  |              |

\$989

TOTAL \$0

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

**TYPE OF AMENDMENT**

TRANSFER:  
DEPARTMENT: Finance

APPROPRIATION: X  
FROM: Robby Holbrook

**0083578**

| INCREASE  | CODE DESCRIPTION              | AMOUNT               |
|-----------|-------------------------------|----------------------|
| 101-34785 | Assigned for Capital Projects | \$ 536,587.00        |
|           |                               |                      |
|           | <b>Total</b>                  | <b>\$ 536,587.00</b> |
|           |                               |                      |
| DECREASE  | CODE DESCRIPTION              |                      |
| 101-39000 | Unassigned                    | \$ 536,587.00        |
|           |                               |                      |
|           |                               |                      |
|           |                               |                      |
|           | <b>TOTAL</b>                  | <b>\$ 536,587.00</b> |

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

|   |  |  |  |  |  |
|---|--|--|--|--|--|
| Commission approved a motion on December 20, 2021 to annually dedicate 20% of the General Fund rollover |  |  |  |  |  |
| at the end of the fiscal year for capital needs.  |  |  |  |  |  |
| Rollover this fiscal year \$2,684,934   |  |  |  |  |  |
| New balance in 101-34785 will be \$4,556,808.   |  |  |  |  |  |
|   |  |  |  |  |  |
|   |  |  |  |  |  |
| <b>Impact on 25/26 Budget - No</b>  |  |  |  |  |  |

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**FINANCIAL MANAGEMENT COMMITTEE**

12. Commissioner Yager made a motion, per recommendation of the Finance Committee, to approve the Charitable Donation Policy. Seconded by Commissioner Smallridge. Voting AYE: Wandell, Anderson, Vowell, Isbel, McKamey, White, Denenberg, Mead, Creasey, Yager and Smallridge. Voting NO: Jameson and Waddell. ABSENT: Fritts, Meredith, and Scott. Motion passed.



13. Commissioner McKamey made a motion to annually dedicate 20-percent of the General Fund 101 Unassigned Fund Balance's rollover funds at the end of the fiscal year for capital needs. Seconded by Commissioner Mead. Voting AYE: Jameson, Anderson, Vowell, Isbel, McKamey, White, Denenberg, Mead, Creasey, Yager and Smallridge. Voting NO: Wandell and Waddell. ABSENT: Fritts, Meredith, and Scott. Motion passed.

**DIRECTOR OF SCHOOLS**

No action

**COUNTY MAYOR**

14. Commissioner McKamey made a motion to approve the appointment of Mr. Patrick Berge as the City of Oak Ridge representative to the Anderson County Regional Solid Waste Board to fill a vacancy with the term ending 12/2023. Seconded by Commissioner Yager. Motion passed by voice vote.

15. Commissioner McKamey made a motion to extend the Anderson County EMS Monoclonal Antibody COVID-19 Treatment Program to January 31, 2022 for Anderson County residents. Seconded by Commissioner Denenberg. Motion carried by voice vote.

16. Commissioner Mead made a motion to extend the eligibility to Anderson County employees to receive the Anderson County EMS Monoclonal Antibody COVID-19 Treatment subject to the same monoclonal medical requirements and policies currently in place. Seconded by Commissioner Denenberg. Motion carried by voice vote.

**LAW DIRECTOR**

17. Commissioner McKamey made a motion to refer the draft of the Fire Truck Resolution 21-12-901 to the Operations and Budget Committees for consideration. Seconded by Commissioner Isbel. Voting AYE: Wandell, Jameson, Waddell, Anderson, Vowell, Isbel, McKamey, White, Denenberg, Mead, Creasey, Yager and Smallridge. Voting NO: None. ABSENT: Fritts, Meredith, and Scott. Motion passed.

18. Commissioner Wandell made a motion to ask the Law Director to draft a second letter to the Environmental Protection Agency regarding the American Nuclear site and asking for the agency to clean it up, and also address letters to our state legislators and Congressman Fleischmann. Seconded by Commissioner Denenberg. Motion carried by voice vote.

1033



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

**TYPE OF AMENDMENT**

TRANSFER:

APPROPRIATION: X

0083579

DEPARTMENT:

FROM:

Finance

Robby Holbrook

| INCREASE  | CODE DESCRIPTION          | AMOUNT              |
|---|---------------------------|---------------------|
| 101-51240-399-SHOR  | Other Contracted Services | \$ 70,000.00        |
|   |                           |                     |
|   |                           |                     |
|   |                           |                     |
|   |                           |                     |
|   | <b>Total</b>              | <b>\$ 70,000.00</b> |
|   |                           |                     |
| DECREASE  |                           |                     |
| 101-39000   | Unassigned                | \$ 70,000.00        |
|   |                           |                     |
|   |                           |                     |
|   |                           |                     |
|   |                           |                     |
|   | <b>TOTAL</b>              | <b>\$ 70,000.00</b> |
| Motion<br><input type="checkbox"/> To Approve<br><input type="checkbox"/> To Refer<br><input type="checkbox"/> With <input type="checkbox"/> W/O  |                           |                     |
| Seconded _____<br>Motion  |                           |                     |
| Detailed Justification / Explanation :<br>Anderson County received \$79,878 in a PCB Settlement-Monsanto that we moved into Conservation code last year, but the project did not get started. Those funds rolled into unassigned at fiscal year end. Again we would like to utilize the Monsanto-PCB funds for the stabilization of shoreline at Anderson County Park<br>Once permits are approved by TDEC & TVA, Conservation Board would solicit quotes or go to bid.<br>Any amount leftover would roll back into fund balance. |                           |                     |
|   |                           |                     |
| Impact on 24/25 Budget - No   |                           |                     |

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Anderson County  
Miscellaneous Receipt

Misc. Receipt No: 21405  
POS Receipt No: 118429  
Receipt Date: 04/20/2023

Received By: Grace Rutherford  
Received On: 04/20/2023 9:24 AM

Customer ID: 1429  
Name: PCB SETTLEMENT FUND  
Description: CLASS ACTION LAW SUIT SETTLEMENT  
(MONSANTO-PCB)

Miscellaneous Receipt Total  
\$71,626.00

| GL Account Number            | GL Account Description      | Debit | Credit    |
|------------------------------|-----------------------------|-------|-----------|
| 101. 44990 - MONSA           | Other - Monsanto Settlement | 62.00 | 71,626.00 |
| Miscellaneous Receipt Totals |                             | 62.00 | 71,626.00 |

Thank You!

**Anderson County  
Miscellaneous Receipt**

Misc. Receipt No: 21468  
POS Receipt No: 118492  
Receipt Date: 04/25/2023

Received By: Grace Rutherford  
Received On: 04/25/2023 8:03 AM

Customer ID: 1429  
Name: PCB SETTLEMENT FUND  
Description: CLASS ACTION LAW SUIT SETTLEMENT  
(MONSANTO-PCB)

Miscellaneous Receipt Total  
\$8,252.12

| GL Account Number             | GL Account Description      | Debit  | Credit     |
|-------------------------------|-----------------------------|--------|------------|
| 10L -48990- MONSA             | Other - Monsanto Settlement | \$8.00 | \$8,252.12 |
| Miscellaneous Receipt Totals: |                             | \$8.00 | \$8,252.12 |

Thank You!

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:  Payroll      APPROPRIATION:       0083580

DEPARTMENT: EMA      FROM: Brice Kidwell

Accounting \_\_\_\_\_

1/22/2025

| (INCREASE / DECREASE (circle one)) | CODE DESCRIPTION | AMOUNT      |
|------------------------------------|------------------|-------------|
| 101.54410-169                      | Part Time        | \$ 9,000.00 |
|                                    |                  |             |
|                                    |                  |             |
|                                    |                  |             |
|                                    |                  |             |
|                                    | TOTAL            | \$ 9,000.00 |

| (INCREASE / DECREASE (circle one)) | CODE DESCRIPTION      | AMOUNT      |
|------------------------------------|-----------------------|-------------|
| 101.54410-435                      | Office Supplies       | \$ 2,000.00 |
| 101.54410-451                      | Uniforms              | \$ 4,000.00 |
| 101.54410-711                      | Furniture & Fixtures  | \$ 2,500.00 |
| 101.54410-707                      | Building Improvements | \$ 500.00   |
|                                    | TOTAL                 | \$ 9,000.00 |

2,799  
4,306  
2,500  
500

Motion

To Approve

To Refer

With       W/O

Seconded \_\_\_\_\_

Motion \_\_\_\_\_

Detailed Justification / Explanation : Increase part time code for the remainder of the FY; due to Mutual Aid response during hurricane Helene; FEMA will reimburse salaries for Mutual Aid response.

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

\_\_\_\_\_

\_\_\_\_\_



**Anderson County  
Miscellaneous Receipt**

**Misc. Receipt No:** 31999  
**POS Receipt No:** 129018  
**Receipt Date:** 01/31/2025

**Received By:** Grace Rutherford  
**Received On:** 01/31/2025 8:06 AM

**Customer ID:** 1013  
**Name:** TNRMT  
**Description:** ACSD INSURANCE PAYMENT

|                                    |
|------------------------------------|
| <b>Miscellaneous Receipt Total</b> |
| \$500.00                           |

| <u>GL Account Number</u>             | <u>GL Account Description</u> | <u>Debit</u>  | <u>Credit</u>   |
|--------------------------------------|-------------------------------|---------------|-----------------|
| 101. -49700                          | Insurance Recovery            | \$0.00        | \$500.00        |
| <b>Miscellaneous Receipt Totals:</b> |                               | <b>\$0.00</b> | <b>\$500.00</b> |

**Thank You!**

22

**Anderson County  
Miscellaneous Receipt**

**Misc. Receipt No:** 31762  
**POS Receipt No:** 128781  
**Receipt Date:** 01/17/2025

**Received By:** Grace Rutherford  
**Received On:** 01/17/2025 8:00 AM

**Customer ID:** 1013  
**Name:** TNRMT  
**Description:** ACSD INSURANCE PAYMENT

|                                    |
|------------------------------------|
| <b>Miscellaneous Receipt Total</b> |
| \$500.00                           |

| <b>GL Account Number</b>             | <b>GL Account Description</b> | <b>Debit</b>  | <b>Credit</b>   |
|--------------------------------------|-------------------------------|---------------|-----------------|
| 101. -49700                          | Insurance Recovery            | \$0.00        | \$500.00        |
| <b>Miscellaneous Receipt Totals:</b> |                               | <b>\$0.00</b> | <b>\$500.00</b> |

**Thank You!**

22

**Anderson County  
Miscellaneous Receipt**

**Misc. Receipt No:** 31759  
**POS Receipt No:** 128778  
**Receipt Date:** 01/17/2025

**Received By:** Grace Rutherford  
**Received On:** 01/17/2025 7:58 AM

**Customer ID:** 1013  
**Name:** TNRMT  
**Description:** 2022 FORD POLICE #A28769

|                                    |
|------------------------------------|
| <b>Miscellaneous Receipt Total</b> |
| \$2,030.22                         |

| <b>GL Account Number</b>             | <b>GL Account Description</b> | <b>Debit</b>  | <b>Credit</b>     |
|--------------------------------------|-------------------------------|---------------|-------------------|
| 101. -49700                          | Insurance Recovery            | \$0.00        | \$2,030.22        |
| <b>Miscellaneous Receipt Totals:</b> |                               | <b>\$0.00</b> | <b>\$2,030.22</b> |

**Thank You!**

22



### Anderson County Miscellaneous Receipt

**Misc. Receipt No:** 31848  
**POS Receipt No:** 128867  
**Receipt Date:** 01/23/2025

**Received By:** Grace Rutherford  
**Received On:** 01/23/2025 7:51 AM

**Customer ID:** 1013  
**Name:** TNRMT  
**Description:** INSURANCE RECOVERY ACSD TOW BILL

|                                    |
|------------------------------------|
| <b>Miscellaneous Receipt Total</b> |
| \$75.00                            |

| <b>GL Account Number</b>             | <b>GL Account Description</b> | <b>Debit</b>  | <b>Credit</b>  |
|--------------------------------------|-------------------------------|---------------|----------------|
| 101. -49700                          | Insurance Recovery            | \$0.00        | \$75.00        |
| <b>Miscellaneous Receipt Totals:</b> |                               | <b>\$0.00</b> | <b>\$75.00</b> |

Thank You!

2

**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:

FROM:

0083582

Sheriff's Department

Kenny Sharp/Russell Barker

2/3/2025

| Decrease  |  | CODE DESCRIPTION                 |  |  |             | AMOUNT      |
|-----------|--|----------------------------------|--|--|-------------|-------------|
| 101-46210 |  | Law Enforcement Training Program |  |  |             | \$12,000.00 |
|           |  |                                  |  |  |             |             |
|           |  |                                  |  |  |             |             |
|           |  |                                  |  |  |             |             |
|           |  |                                  |  |  |             |             |
|           |  |                                  |  |  |             |             |
|           |  |                                  |  |  |             |             |
|           |  |                                  |  |  |             |             |
|           |  |                                  |  |  |             |             |
| TOTAL     |  |                                  |  |  | \$12,000.00 |             |

| Increase      |  | CODE DESCRIPTION                    |  |  |             | AMOUNT      |
|---------------|--|-------------------------------------|--|--|-------------|-------------|
| 101-54110-188 |  | Sheriff Department - Bonus Payments |  |  |             | \$12,000.00 |
|               |  |                                     |  |  |             |             |
|               |  |                                     |  |  |             |             |
|               |  |                                     |  |  |             |             |
|               |  |                                     |  |  |             |             |
| TOTAL         |  |                                     |  |  | \$12,000.00 |             |

Motion

To Approve

To Refer

With  W/O

Seconded

Motion

Detailed Justification / Explanation :  
Funds received from the State of Tennessee for School Year 23-24 SRO supplement

### Anderson County Miscellaneous Receipt

Misc. Receipt No: 31941  
POS Receipt No: 128960  
Receipt Date: 01/29/2025

Received By: Grace Rutherford  
Received On: 01/29/2025 7:53 AM

Customer ID: 312  
Name: STATE OF TENNESSEE  
Description: SCHOOL YEAR 2023-2024 SRO  
SUPPLEMENT

|                                    |
|------------------------------------|
| <b>Miscellaneous Receipt Total</b> |
| \$12,000.00                        |

| <u>GL Account Number</u>             | <u>GL Account Description</u>  | <u>Debit</u>  | <u>Credit</u>      |
|--------------------------------------|--------------------------------|---------------|--------------------|
| 101. -46210                          | Law Enforcement Training Progr | \$0.00        | \$12,000.00        |
| <b>Miscellaneous Receipt Totals:</b> |                                | <b>\$0.00</b> | <b>\$12,000.00</b> |

Thank You!

23

**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:

FROM:

**0083583**

Sheriff's Department

Zach Allen/Russell Barker

2/3/2025

| Decrease  |  | CODE DESCRIPTION        |  |  |       |              | AMOUNT       |
|-----------|--|-------------------------|--|--|-------|--------------|--------------|
| 101-39000 |  | Unassigned Fund Balance |  |  |       |              | \$250,000.00 |
|           |  |                         |  |  |       |              |              |
|           |  |                         |  |  |       |              |              |
|           |  |                         |  |  |       |              |              |
|           |  |                         |  |  |       |              |              |
|           |  |                         |  |  |       |              |              |
|           |  |                         |  |  |       |              |              |
|           |  |                         |  |  |       |              |              |
|           |  |                         |  |  |       |              |              |
|           |  |                         |  |  | TOTAL | \$250,000.00 |              |

| Increase      |  | CODE DESCRIPTION      |  |  |       |              | AMOUNT       |
|---------------|--|-----------------------|--|--|-------|--------------|--------------|
| 101-54210-507 |  | Jail-Medical & Dental |  |  |       |              | \$250,000.00 |
|               |  |                       |  |  |       |              |              |
|               |  |                       |  |  |       |              |              |
|               |  |                       |  |  |       |              |              |
|               |  |                       |  |  |       |              |              |
|               |  |                       |  |  |       |              |              |
|               |  |                       |  |  | TOTAL | \$250,000.00 |              |

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

Detailed Justification / Explanation :

To cover inmate medical cost

24

**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 *Payroll*  
 DEPARTMENT:

APPROPRIATION: 0083584  
 FROM:

Detention Facility

Zach Allen

| INCREASE      | CODE DESCRIPTION              | AMOUNT              |
|---------------|-------------------------------|---------------------|
| 101-54210-187 | Detention Facility - Overtime | \$ 75,000.00        |
|               |                               |                     |
|               |                               |                     |
|               |                               |                     |
|               |                               |                     |
|               | <b>Total</b>                  | <b>\$ 75,000.00</b> |
|               |                               |                     |
| DECREASE      |                               |                     |
| 101-54210-160 | Detention Facility - Jailers  | \$ 75,000.00        |
|               |                               |                     |
|               |                               |                     |
|               |                               |                     |
|               | <b>TOTAL</b>                  | <b>\$ 75,000.00</b> |

*23m*

Motion

To Approve

To Refer

With  W/O

Seconded \_\_\_\_\_

Motion \_\_\_\_\_

Detailed Justification / Explanation :

More OT funds needed due to staffing issues.

Impact on 24/25 Budget - No

*25*



December 13, 2024

Mr. Holbrook,

The 2024 Election Cycle was a learning election, in every possible way. Although, we have the same vendor as before, the voting system is very different in many ways. Across the board, the processes and procedures of the new Hart Verity Duo voting system are disparate, and the costs associated are greater for supplies and labor. One can only estimate from the past system, to get some idea about the demands of a new system. Projections are just that, and it is challenging to anticipate what will be needed, until actual elections are conducted. Several factors that led to the additional expenditures for the 2024 Election Cycle:

- New VVPAT (Voter Verifiable Paper Audit Trail) Voting System (March)
- Largest Election in Anderson County/Tennessee history (November)
- Largest Early Voting turnout in Anderson County history (November)
- Over 50% first time Poll Workers utilized during August and November Elections
- Additional Poll Workers Needed to assist with new system and Voter Education/Orientation
- Largest Provisional Vote Count in Anderson County history (November)
- 2 unforeseen State Mandated Audits- Tabulation and Hand Count (August & November)
- Additional Technician added to comply with New Audit processes and procedures set forth by the State
- Additional equipment to comply with State law increased work on office staff/poll officials/technicians
- Compliance with State guidelines for November Election- overstaff and oversupply to avoid what happened with County X and Y during the March/August Elections.
- State Reimbursements not sufficient to cover actual cost of the Post-Election Audits.

Short Term Remedies

Budget Transfer to cover the Budget code deficiencies.

Furlough employees in code 169 and 189

Reduce P/T hours for code 169

Long Term Remedies

Regular monthly review of Budget codes for better compliance

Proper funding of line item codes in question

Revamping of our budget across the board to address needs and deficiencies with new processes and procedures.

I have taken the initiative and contacted our Election Commission, and the State office about the situation, and have their support in this response. They are in further agreement that there was no malice or malfeasance involved in this oversight, and understand the circumstances and necessities of this Election Cycle. We are a modest office that gives our folks the resources and tools to succeed. There is not a lot of fluff in our office, in fact, we greatly make use of County surplus, maximize grants and reimbursements, discounts, and test products without charge. I look forward to addressing this matter, and will use this as an opportunity to shed light on the future relationship between the County, and the Election Commission.

Sincerely,

Mark Stephens

Administrator of Elections, Anderson County



**ANDERSON COUNTY  
COMMISSION  
MINUTES  
JANUARY 21, 2025  
REGULAR SESSION**

SECA



18. Commissioner Beauchamp made a motion to uphold the vote of no confidence concerning the Election Administrator's compliance with Budget Committee requirements and send to Election Commission of Anderson County, State Representatives, Trey Hargett and State Election Commission. Seconded by Commissioner Yager. Voting Aye: Capshaw, Vowell, Wandell, Beauchamp, Yager, Vandagriff, Mayes, Smallridge, Anderson and Palmer. Voting No: Isbel, Foster, McKamey and White. Absent: Verran and Allen. Motion passed.

19. Commissioner Yager made a motion for a call to question. Seconded by Commissioner Wandell. Motion passed by voice vote.

20. Commissioner Yager made a motion that the letter come from the Chairman of County Commission. Seconded by Commissioner Wandell. Motion passed by voice vote.

Finance

21. Commissioner Smallridge made a motion to approve a one (1)- year contract with "cashVest". Seconded by Commissioner Yager. Voting Aye: Capshaw, Vowell, Isbel, Wandell, Beauchamp, Yager, Vandagriff, Mayes, Foster, Anderson, Smallridge, Palmer, McKamey and White. Voting No: None. Absent: Verran and Allen. Motion passed.

Director of Schools

No Report.

Law Director

No Action.

Operations

22. Commissioner Foster made a motion to approve to authorize the Anderson County Animal Shelter to collect a fee of \$20.00 for microchipping of adopted animals. Seconded by Commissioner Yager. Motion passed by voice vote.

23. Commissioner Foster made a motion to approve the "In God We Trust" signage over the new entrance to the Courthouse. Seconded by Commissioner McKamey. Motion passed by voice vote.

Legislative

24. Commissioner Yager made a motion to approve resolution No. 25-01-1200 Opposing the Education Freedom Act of 2025 HB 0001 and SB 0001 (EXHIBIT A). Seconded by Commissioner Capshaw. Motion passed by voice vote.

Opioid Committee

25. Commissioner Palmer made a motion to approve the Opioid Service Provider Agreement drafted by UT Smart Initiative. Seconded by Commissioner Yager. Motion passed by voice vote.

26. Commissioner Foster made a motion to allow UT Smart Initiative to conduct a Needs Assessment for Anderson County to begin in February 2025. Seconded by Commissioner Capshaw. Motion passed by voice vote.

Fire Commission

No Action.

Sec A

# Veterans' Officer

131-62000-402 Asphalt \$300,000.00

Decrease Reserve Code:

131-34550 Restricted for Hwy \$300,000.00

Increase Expenditure Code:

101-55120-507 Animal Control-Medical Claims \$10,000.00

Decrease Expenditure Code:

101-55120-399-ANML Animal Control-Other Contracted Services-Animal Holding 2,500.00

Decrease Reserve Code:

101-39000 Unassigned Fund Balance 7,500.00  
\$10,000.00

(Amendment will be from 101-34530-ANML Restricted for Public Health & Welfare-Animal Holding and a JE will replenish the reserve for 39000)

Increase Revenue Code:

101-46980-TRMT1 Other State Grants-TNRMT Grant \$6,077.00

Increase Expenditure Code:

101-55130-524-TRMT1 Staff Development TRMT \$6,077.00

Increase Revenue Code:

101-49700 Insurance Recovery \$3,447.62

Increase Expenditure Code:

101-55130-338 Vehicle Maintenance \$3,447.62

15. Commissioner McKamey made a motion to approve the following non-school transfer. Seconded by Commissioner Capshaw. Voting Aye: Capshaw, Vowell, Isbel, Wandell, Beauchamp, Yager, Vandagriff, Mayes, Foster, Anderson, Smallridge, Palmer, McKamey and White. Voting No: None. Absent: Verran and Allen. Motion passed.

Decrease Expenditure Code:

101-55130-309-KICK Contracts with Governmental Agencies Kicker \$50,000.00

Increase Expenditure Code:

101-55310-169 Part-Time \$50,000.00

16. Commissioner Palmer made a motion to rescind action from the October Commission meeting Veterans' Service vote for pay increase on the Consent Agenda. Seconded by Commissioner Yager. Voting Aye: Vowell, Yager, Vandagriff, Foster, Smallridge and Palmer. Voting No: Capshaw, Isbel, Wandell, Beauchamp, Mayes, Anderson, McKamey and White. Absent: Verran and Allen. Motion failed.

Veterans

17. Commissioner McKamey made a motion to take the money from the unassigned fund balance. Seconded by Commissioner Wandell. Voting Aye: Capshaw, Isbel, Wandell, Beauchamp, Yager, Mayes, Anderson and McKamey. Voting No: Vowell, Vandagriff, Foster, Smallridge, Palmer and White. Absent: Verran and Allen. Motion failed.

Jan Meeting

Sec B

|               |                |            |
|---------------|----------------|------------|
| 101-53100-169 | Part-Time Help | \$9,200.00 |
|---------------|----------------|------------|

Decrease Reserve Code:

|           |                         |            |
|-----------|-------------------------|------------|
| 101-39000 | Unassigned Fund Balance | \$2,500.00 |
|-----------|-------------------------|------------|

(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 |
|---------------------|---|------------|

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.

**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 Chattanooga.
- 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.

SECB

**ANDERSON COUNTY GOVERNMENT  
EMPLOYEE PAYROLL TAX & FRINGE BENEFIT CALCULATIONS  
BUDGET YEAR 2023/2024**

DEPARTMENT: Veterans Officer

PREPARED BY: RJH

Calculations: Calculations:

201 Social Security - Multiply Gross Salary by 6.2% (.062)

204 Retirement - Multiply Gross Salary by 6.00% (.0600) for full-time employees

206 Life Insurance - Single coverage \$66.00/year - Family coverage \$90.00/year for full-time employees

207 Medical GOLD - Single \$5,268. Single+1 \$13,375. Family \$15,720 per year for full-time employees

207 Medical SILVER - Single \$5,268. Single+1 \$13,872. Family \$14,712 per year for full-time employees

208 Dental Ins.- Single coverage \$297/year. Family coverage \$572/year for full-time employees

209 Short-term Disability Ins - Salary by 0.34% (.0034) for full time employees

210 Unemployment - First \$7,000 per person by .3% (.003) or \$21 per person per year for full-time employees

212 Medicare - Gross Annual Salary by 1.45% (.0145).

Finance Department  
will complete codes  
206, 207 & 208

Please list employees separately by budget code.

Budget code distinguishes between department head/official, full-time and part-time staff.

| Employee Name               | Position | Budget Code | Hourly Rate | Gross Annual Salary | Social Security 201 | Retirement 204 | Life Insurance 206 | Medical Insurance 207 | Dental Insurance 208 | S/T Disability 209 | Unemployment 210 | Medicare 212 | Total Cost of Ra |
|-----------------------------|----------|-------------|-------------|---------------------|---------------------|----------------|--------------------|-----------------------|----------------------|--------------------|------------------|--------------|------------------|
|                             | Director |             |             | \$10,400            | \$645               | \$624          | \$0                | \$0                   | \$0                  | \$0                | \$0              | \$151        | 11,820.00        |
|                             |          |             |             | \$7,500             | \$465               | \$450          |                    |                       |                      |                    |                  | \$109        | 8,524.00         |
|                             |          |             |             | \$5,000             | \$310               | \$300          |                    |                       |                      |                    |                  | \$73         | \$5,683          |
|                             |          |             |             | \$2,500             | \$155               | \$150          |                    |                       |                      |                    |                  | \$36         | \$2,841          |
|                             |          |             |             | \$2,500             | \$155               | \$150          |                    |                       |                      |                    |                  | \$36         | \$2,841          |
|                             |          |             |             |                     | \$0                 | \$0            |                    |                       |                      |                    |                  | \$0          |                  |
|                             |          |             |             |                     | \$0                 | \$0            |                    |                       |                      |                    |                  |              |                  |
|                             |          |             |             |                     | \$0                 | \$0            |                    |                       |                      |                    |                  |              |                  |
|                             |          |             |             |                     |                     |                |                    |                       |                      |                    |                  |              |                  |
|                             |          |             |             |                     |                     |                |                    |                       |                      |                    |                  |              |                  |
|                             |          |             |             |                     |                     |                |                    |                       |                      |                    |                  |              |                  |
| <b>Total by object code</b> |          |             |             |                     |                     |                |                    |                       |                      |                    |                  |              |                  |

SECB

**VSO Salary Information**

Former VSO Leon Jaquet – 16.5 years of service

- 9/18/2007 – Hired as VSO: no salary listed on form
- 2/15/2010 – Salary Increase: \$39,322.92 to \$42,060.72
- 7/1/2012 – Salary Increase: \$42,695.12 to \$47,481.98
- Not dated – Salary Increase: \$50,588.98 to \$53,188.98
- 7/1/2022 – Salary Increase: \$56,174.56 to \$59,174.44
- 7/1/2023 – Salary Increase: \$59,174.44 to \$63,316.76

Current VSO Scott Nation

- 3/19/2024 – Hired as VSO: \$47,500.00
- 4/26/2024 – Salary Increase: \$47,500.00 to \$50,000.00
- 7/1/2024 – Commission 4% Increase: \$50,000.00 to \$52,000.00

SECB







# Budget Proposal eagleview™

Proposal for: Anderson County, TN  
 Project Name: TNANDER25-EVCloud1inch\_CF\_PRI\_3flights  
 Quote Number: Q-58934  
 Contract Term: 6 Year(s)  
 Number of Projects: 3

EagleView Rep: Trent Pell  
 Phone Number:  
 Email: trent.pell@eagleview.com  
 Expiration Date: 4/30/2025

| Project Summary                      |               |
|--------------------------------------|---------------|
| Project 1 Total:                     | USD 176025.00 |
| Equal annual payments for 2 years of | \$88,012.50   |
| Project 2 Total:                     | USD 176025.00 |
| Equal annual payments for 2 years of | \$88,012.50   |
| Project 3 Total:                     | USD 176025.00 |
| Equal annual payments for 2 years of | \$88,012.50   |

Project 1

| QTY       | Product Name  | Subtotal       |
|-----------|---|----------------|
| 381.00    | EagleView Cloud - Imagery - 1in                         |                |
| 1.00      | EagleView Cloud - Physical Delivery - Orthomosaic - 1in |                |
| 1.00      | EagleView Cloud - Disaster Response Program             |                |
| 1.00      | EagleView Cloud - Early Access                          |                |
| 1.00      | Eagleview Cloud - Software - Plus                       |                |
| 1.00      | EagleView Cloud - Authorized Subdivisions               |                |
| 1.00      | EagleView Cloud - Comprehensive Integration Bundle      |                |
| 1.00      | EagleView Cloud - Capture History                       |                |
| 39,000.00 | EagleView Cloud - Building Outlines                     |                |
| 39,000.00 | EagleView Cloud - Pool Finder                           |                |
| 39,000.00 | Property Record Images                                  |                |
|           | Project 1 Total   | USD 176,025.00 |

*SECC*

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.

Project 2

| QTY                    | Product Name  | Subtotal              |
|------------------------|---|-----------------------|
| 381.00                 | EagleView Cloud - Imagery - 1in                         |                       |
| 1.00                   | EagleView Cloud - Physical Delivery - Orthomosaic - 1in |                       |
| 1.00                   | EagleView Cloud - Disaster Response Program             |                       |
| 1.00                   | EagleView Cloud - Early Access                          |                       |
| 1.00                   | Eagleview Cloud - Software - Plus                       |                       |
| 1.00                   | EagleView Cloud - Authorized Subdivisions               |                       |
| 1.00                   | EagleView Cloud - Comprehensive Integration Bundle      |                       |
| 1.00                   | EagleView Cloud - Capture History                       |                       |
| 39,000.00              | Property Record Images                                  |                       |
| 39,000.00              | EagleView Cloud - ChangeFinder                          |                       |
| 1.00                   | Pictometry CONNECTAssessment                            |                       |
| 39,000.00              | EagleView Cloud - Pool Finder                           |                       |
| <b>Project 2 Total</b> |   | <b>USD 176,025.00</b> |

Project 3

| QTY                    | Product Name  | Subtotal              |
|------------------------|---|-----------------------|
| 381.00                 | EagleView Cloud - Imagery - 1in                         |                       |
| 1.00                   | EagleView Cloud - Physical Delivery - Orthomosaic - 1in |                       |
| 1.00                   | EagleView Cloud - Disaster Response Program             |                       |
| 1.00                   | EagleView Cloud - Early Access                          |                       |
| 1.00                   | Eagleview Cloud - Software - Plus                       |                       |
| 1.00                   | EagleView Cloud - Authorized Subdivisions               |                       |
| 1.00                   | EagleView Cloud - Comprehensive Integration Bundle      |                       |
| 1.00                   | EagleView Cloud - Capture History                       |                       |
| 39,000.00              | Property Record Images                                  |                       |
| 39,000.00              | EagleView Cloud - ChangeFinder                          |                       |
| 1.00                   | Pictometry CONNECTAssessment                            |                       |
| 39,000.00              | EagleView Cloud - Pool Finder                           |                       |
| <b>Project 3 Total</b> |   | <b>USD 176,025.00</b> |

|                              |
|------------------------------|
| <b>TOTAL: USD 528,075.00</b> |
|------------------------------|

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.

*SECC*



February 03, 2025

Anderson County, TN  
Katherine Kleehammer  
Deputy Purchasing Agent,  
100 N Main St #214,  
Clinton, TN 37716

Dear Katherine Kleehammer,

As technological leader in the field of high resolution geo-referenced aerial imagery, EagleView<sup>1</sup> holds more than 150 issued U.S. patents that relate to various aspects of capturing, processing, displaying, and using geo-referenced aerial imagery. The EagleView patent portfolio protects, among other things, EagleView's exclusive rights related to the following capabilities:

- Use tessellated ground plane data with an oblique image to produce greater accuracy when converting from pixels to geo-locations and when making linear and area measurements (US Patent 7,424,133);
- Use EagleView's proprietary file structure for oblique images (US Patent 7,424,133);
- Use a geographic location to search a database of oblique images in order to retrieve the image that contains that location and display it for analysis (US Patents 8,401,222 and 9,753,950);
- Calculate a desired measurement in a displayed oblique image by referencing positional data for the oblique image and pixel information within the oblique image (US Patents 9,753,950);
- Using mathematical models to create an accurate and visually-pleasing oblique-mosaic images from a plurality of source images (US Patents 7,873,238 and 9,959,653);
- Measure slopes, lengths, and areas of structures depicted within one or more aerial images (US Patents 8,818,770 and 8,825,454);
- Extract area measurements of vertical or pitched surfaces using an oblique image, its associated camera information (US Patents 8,209,152; 8,818,770 and 8,825,454);
- Pan through an oblique library by detecting the border of the current image and automatically selecting the oblique image that best matches the current camera orientation and scale while extending farther in the direction the user is panning. (US Patents 8,593,518; 8,643,720; and 9,530,181);
- Transmit post-disaster imagery to the ground from an airplane in real-time through a high-speed directional communications link that is synced with a "non-line of sight communication system" such as a satellite telephone (US Patents 8,477,190; 9,723,269; and 9,743,046);
- Measure between at least two selected points on a man-made structure, such as a building (US Patents 8,209,152, 8,818,770 and 8,825,454);
- Securely process images of sensitive geographic regions (US Patents 9,881,163 and 10,311,238); and
- Ensure full coverage of acceptable images without costly reflights or delays (US Patents 8,385,672; 8,515,198; 9,262,818; 9,633,425; 9,959,609; 10,198,803; and 10,679,331).

Those patented technologies enable EagleView to deliver combinations of product and service offerings, features, functions and quality not available through other vendors. We thank you for considering use of EagleView as the solution for your imagery and system needs.

A handwritten signature in black ink, appearing to read 'Frank Giuffrida'.

Frank Giuffrida - Senior Vice President - Capture Systems R & D

<sup>1</sup> Pictometry International Corporation is a member of the EagleView® family of companies.

A handwritten stamp in the bottom right corner that reads 'SEC C'.



## ANDERSON COUNTY GOVERNMENT

TERRY FRANK  
COUNTY MAYOR

February 3, 2025

Commissioner Shain Vowell  
Chairman, Anderson County Budget Committee

RE: Sale of properties

Dear Chairman Vowell and Honorable Members of Budget Committee,

As you know, on January 15, 2025 we held a live, in-person and online auction for sale of properties that came into possession of Anderson County through the Clerk and Master's delinquent tax sale process.

I would like to thank the Law Director's Office for all their assistance. I would especially like to thank Morgan Jones who is assisting in preparation of deeds as quickly as possible, and Leean Tupper who is seeing the process through.

I humbly wish to request a potential action by Budget Committee and full Commission for this January 15, 2025 sale. **The request: that upon closure of all the sales from the January 15, 2025 auction, the Finance Director be authorized to move net revenues of the sale into Assigned Fund 101-34785.** That fund was established to begin accumulating funds for construction projects, etc. After approximately \$143,000 in taxes are paid to the Clerk and Master and Trustee, net revenue will be approximately \$257,000. (Note: approximate net based on closure of all properties at the sale; also based on taxes owed which may increase depending on date of closure.)

Please note an additional benefit of the sale is the payment of taxes due, in addition to placing the property back in the hands of an owner. Some purchasers have indicated their intent to build upon the properties purchased.

Sincerely,



## ANDERSON COUNTY GOVERNMENT

TERRY FRANK  
COUNTY MAYOR

February 3, 2025

Commissioner Shain Vowell  
Chairman, Anderson County Budget Committee

RE: Agenda

Dear Chairman Vowell and Honorable Members of Budget Committee,

As you may have noticed in the minutes of Fire Commission, there is a request to address funding for the fire departments.

I have attached the original 2006 Fire Truck resolution that was later modified in 2013. The Resolution was again modified in 2015 to address charging for service, as well as the sequential order of purchase and award by the county. The Fire Truck Resolution has expired and to date, has not been renewed. In the interim, Budget Committee and full commission has been very supportive of the fire agencies and has utilized ARP funds to help fund AED's and radios for use by VFDs and Rescue Squad; in addition, Budget Committee and full commission made financial contributions directly to the agencies to use for purposes they believed best met their most pressing departmental needs.

One of the agreements in the fire truck resolution required response and as Budget Committee is aware, this requirement created a burden on fire departments in a time when volunteers are stretched thin.

In conjunction with the request from Fire Commission, I am humbly recommending Budget Committee include the amount normally reserved as part of the Fire Truck Resolution to be part of the annual budget process for FY 2025-2026, with a distribution formula to be determined as you work through the budget process. I understand it is the purview of Budget Committee to make the recommendation to full commission for funding, and I understand that you may increase that amount, or decrease. My suggestion is to keep them front of mind by including this amount as the starting point in your budget worksheets in consideration of their request and service.

Sincerely,

Terry Frank

REGULAR SESSION

647

APRIL 17, 2006

35. Commissioner Gillenwaters moved to take the resolution for the Fire Trucks off the table. Seconded by Commissioner Haun. Motion carried by voice vote.

36. Commissioner Moore moved to accept the amended resolution for Fire Pumper Trucks. Seconded by Commissioner Alderson.

Voting Aye: Alderson, Alley, Archer, Belling, Fritts, Gillenwaters, Haun, Iwanski, Johnson, Moore, Rose and White. NO: Creasey and Dickens. Absent: Cox and Jernigan. Motion carried.

## Anderson County, Tennessee Board of Commissioners

RESOLUTION NO. 04-06 #247

**TO THE HONORABLE REX LYNCH, COUNTY MAYOR, AND THE MEMBERS OF THE ANDERSON COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 17<sup>th</sup> DAY OF April, 2006.**

**RESOLUTION AUTHORIZING:** Anderson County Commissioners to authorize the appropriation and donation of \$175,000 to the Fire Departments for the purchase a new Class A fire pumper and the Anderson County Fire Commission has a plan to continue to do so each year for a period of eleven (11) years.

WHEREAS, it is the intent of this resolution to include the Anderson County Rescue Squad, Inc. in the rotation as they must purchase an emergency vehicle to best provide mutual aid assistance to the remaining Fire Departments, and

WHEREAS, the annual appropriation of \$175,000 be increased each year in the budget by 2 1/2 % for the cost of inflation as stipulated by Anderson County Commission prior to approval of this resolution, and

WHEREAS, each fire department must purchase with their funds in the rotation, a Class A Fire Pumper as defined by NFPA 1901 standards and ISO Requirements, and

WHEREAS, it is the intent of the eleven (11) year plan to insure replacement of the fire truck on a 20-year replacement program, so as to best meet NFPA standards, and

WHEREAS, it is felt that the Cities of Oak Ridge, Clinton, Norris, Oliver Springs, and Lake City should be included in the rotation schedule, and

WHEREAS, all Fire Departments and the Rescue Squad shall be required to respond to Emergency Medical Calls as outlined by their individual agreements with Anderson County EMS, and

WHEREAS, all Fire Departments and the Rescue Squad shall respond to mutual aid requests at any time without any delay in response per the State Mutual Aid Guidelines, and

WHEREAS, if a Department wishes not to respond to mutual aid requests from other County Departments, or Emergency Medical Calls, that Department should be removed from the rotation of funds for a Fire Pumper, and

WHEREAS, the Fire Departments or Rescue Squad, shall be responsible for providing liability insurance on the unit while in their possession, and

WHEREAS, if the Department wishes to use borrowed funds to increase the amount of the purchased apparatus, they must list Anderson County as an additional lien holder, second to the lending institution, and

WHEREAS, all Fire Departments and the Rescue Squad receiving these funds, will attend monthly meetings of the Anderson County Fire Commission, as this commission will govern the schedule of these funds for this purpose, and

WHEREAS, it will be the responsibility of the Fire Department to provide routine and emergency maintenance on purchased apparatus for the term of the agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Anderson County Board of Commissioners that the Anderson County Rescue Squad be added to the truck rotation schedule to receive a new truck; therefore the rotation schedule as shown below:

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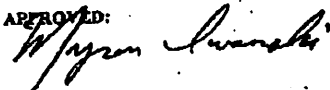
1. Bricsville Volunteer Fire Department
2. Oliver Springs Fire Department
3. Clinton Fire Department
4. Lake City Fire Department
5. Norris Volunteer Fire Department
6. Clanton Volunteer Fire Department, Inc.
7. Andersonville Volunteer Fire Department
8. Martow Volunteer Fire Department
9. Oak Ridge Fire Department
10. Madford Volunteer Fire Department
11. Anderson County Rescue Squad, Inc.

BE IT FURTHER RESOLVED that the attached agreement be executed by all Fire Departments and the Rescue Squad and that a similar agreement be executed by all cities prior to any funds being distributed pursuant to this Resolution.

BE IT FURTHER RESOLVED that it is the intent of the Anderson County Board of Commissioners to fund this donation for the next eleven (11) years; however, nothing contained herein shall be considered as a contractual obligation to fund this fire truck replacement schedule on a yearly basis and bind the County to future budgetary obligations without year to year approval by the Anderson County Board of Commissioners.

RESOLVED, duly passed and approved this 17 day of April, 2006.

APPROVED:

  
 Myron Iwanski, Chairman, County Commission

  
 Rex Lynch, County Mayor

Attest:

  
 Jeff Cole, Anderson County Clerk

37. Commissioner Gillenwaters moved to approve referring a sub-committee to Nominating Committee with one Commission from each District to research a Rural Fire Tax. Seconded by Commissioner Moore. Motion carried by voice vote. ←

38. Commissioner Moore moved to adjourn. Seconded by Commissioner Johnson. Motion carried by voice vote.

Myron Iwanski, Chairman  
 County Commission

Jeff Cole  
 County Clerk

**Anderson County, Tennessee  
Board of Commissioners**

**RESOLUTION NO. 13-8-469**

**RESOLUTION TO PROVIDE FUNDING FOR THE PURCHASE OF A NEW FIRE TRUCK, RESCUE VEHICLES, OR OTHER APPROVED VEHICLE APPARATUS FOR ANDERSON COUNTY FIRE DEPARTMENTS CONTINGENT UPON ANNUAL FUNDING APPROVED BY THE BOARD OF COMMISSIONERS.**

**WHEREAS**, the Anderson County Board of Commissioners wishes to authorize an annual donation of \$229,511.85 to governmental career or combination fire departments and totally Volunteer Fire Departments and the Anderson County Rescue Squad for the purchase a new Class A fire truck, rescue vehicle or other approved vehicle apparatus on an established yearly cycle as outlined below. These plans are contingent upon proper annual funding and budgetary constraints decided and agreed to annually by the Anderson County Board of Commissioners; and

**WHEREAS**, the terms of this Resolution shall be strictly construed, and otherwise binding and mandated on any and all Fire Departments and Rescue Squads accepting and receiving appropriated funds under the terms of this Resolution and any violations of the content herein shall be considered prima facie evidence of non-compliance thereby resulting in forfeiture of future funding and repossession of assets purchased under the terms of this Resolution; and

**WHEREAS**, it is the intent of this Resolution to include the Anderson County Rescue Squad in the rotation cycle as they must purchase an emergency vehicle to best provide mutual aid assistance to the Fire Departments, law enforcement agencies and the Anderson County Emergency Medical Service when requested; and

**WHEREAS**, beginning in fiscal year 2013/2014 the annual appropriation of \$229,511.85 shall be increased in each subsequent fiscal year in the County budget by two and one-half percent (2 ½ %) for the cost of inflation as budgeted and approved annually by Anderson County Board of Commissioners; and

**WHEREAS**, each fire department must purchase with the approved annual appropriation from the Board of Commissioners, a Class A Fire Pumper as defined by NFPA 1901 standards and ISO Requirements, or a rescue vehicle, or other approved vehicle apparatus as recommended by the Anderson County Director of Emergency Medical Services and Director of Emergency Management and approved by the Anderson County Board of Commissioners; and

**WHEREAS**, it is the intent of the replacement cycle and appropriation plan to ensure replacement and augmentation of a new fire truck or approved rescue vehicle or other vehicle apparatus to provide adequate public safety responses for the residents of Anderson County that will comply with NFPA standards and best meet the needs of all Anderson County citizens; and

**WHEREAS**, it is felt that the cities of Oak Ridge, Clinton, Norris, Oliver Springs, and Lake City should be included in the rotation schedule as career or combination fire departments that serve the emergency needs of all Anderson County citizens; and

**WHEREAS**, all Fire Departments and the Rescue Squad shall respond to Emergency Medical and First Responder calls only when dispatched accordingly or requested by Anderson County EMS, Emergency Management, law enforcement, or required under other mutual aid agreements; and



**WHEREAS**, fire departments receiving an annual donation under the terms of this Resolution shall not charge for their services other than governmental taxing authority approved by the local county or municipal legislative body or Tennessee General Assembly. Fire departments who privately charge Anderson County citizens for emergency service responses are unable to receive a county donation for the purchase of new fire truck, rescue vehicle or other vehicle apparatus; however, departments may charge for standby services for athletic events, highly dangerous or special needs requests unrelated to typical emergency calls, first responder and mutual aid responses when requested and compensation agreed to in advance; and

**WHEREAS**, all Fire Departments and the Rescue Squad shall respond without charge to mutual aid requests at any time without any delay in response per the State Mutual Aid Guidelines; and

**WHEREAS**, if a Department wishes not to respond to mutual aid requests from other County Departments, or Emergency Medical Calls, that Department should be removed from the rotation of funds for a fire truck, rescue vehicle or other vehicle apparatus; and

**WHEREAS**, the Fire Departments or Rescue Squad, shall be responsible for providing liability insurance on the vehicle while in their possession, and Anderson County Government shall be named as an additional insured party at all times. Proper proof of liability coverage shall be submitted to the Anderson County Purchasing Department prior to receiving appropriations governed by this Resolution; and

**WHEREAS**, if the Department wishes to use borrowed funds to increase the amount of the purchased apparatus, they must list Anderson County as an additional lien holder, second only to the lending institution; and

**WHEREAS**, if the Fire Department dissolves, ceases to formerly exist, fails to maintain Tennessee Secretary of State legal status or Internal Revenue Service Not-For-Profit status, Anderson County will have the right without additional legal process to immediately repossess all vehicles, equipment and apparatus bought with Anderson County funds under the terms of this Resolution. Anderson County reserves the right to repossess assets bought with funds received under the terms of this Resolution for non-compliance with any requirement herein embodied in this Resolution; and

**WHEREAS**, all Fire Departments and the Rescue Squad receiving these funds, will attend announced meetings of the Anderson County Fire Commission, as the Fire Commission will administer, recommend to the Board of Commissioners and govern the schedule of these funds for the purposes set forth. Fire Departments that fail to attend fifty-one percent (51%) of Fire Commission meetings for any given fiscal year will be ineligible to receive appropriations under this Resolution for the following three (3) fiscal years unless waiver of this provision is approved by the Anderson County Commission; and

**WHEREAS**, it will be the responsibility of the Fire Departments to provide routine, needed repairs and emergency maintenance on purchased apparatus and ancillary emergency response equipment for the term of this agreement including routine safety and maintenance checks for all apparatus including ladders, breathing apparatus and other life safety equipment as mandated and approved by the Anderson County Director of Emergency Medical Service and the Director of Emergency Management; and

**WHEREAS**, all purchases under the terms of this Resolution shall be competitively bid through the Anderson County Purchasing Department and legally compliant with all mandates of the 1957 Purchasing Act and Fiscal Management Act. Members of the Board of Commissioners, County officials, both elected and appointed, employees of Anderson County and members of the Fire Commission shall not be financially interested in, receive personal financial gain, make a profit or commission from the purchase of a fire truck, rescue vehicle or other vehicle apparatus from funds received under the terms of this Resolution; and

**WHEREAS**, all departments receiving funds under this Resolution shall be required to maintain routine inspections of all fire suppression equipment as mandated and determined by the Anderson County

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Fire Commission as recommended through consultation with the Director of EMS and the Emergency Management Director; and

WHEREAS, all fire departments receiving funds under this Resolution shall submit to annual audits, or otherwise requested audits approved and funded by the Anderson County Board of Commissioners, and shall comply with all public records requests submitted by the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Anderson County Board of Commissioners meeting in regular session this 16<sup>th</sup> day of September 2013 that the above-stated provisions are strictly required and not just mere recitals and are incorporated herein as mandatory for any fire department to receive funding for assets purchased under the terms of this Resolution.

BE IT FURTHER RESOLVED that the rotation cycle is established as follows beginning in fiscal year 2013/2014 with Department 7, subject to County Commission approval:

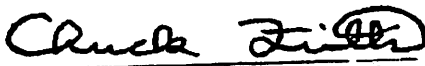
1. Briceville Volunteer Fire Department
2. Oliver Springs Fire Department
3. Clinton Fire Department
4. Lake City Fire Department
5. Norris Volunteer Fire Department
6. Claxton Volunteer Fire Department, Inc.
7. Andersonville Volunteer Fire Department
8. Marlow Volunteer Fire Department
9. Oak Ridge Fire Department
10. Medford Volunteer Fire Department
11. Anderson County Rescue Squad, Inc.

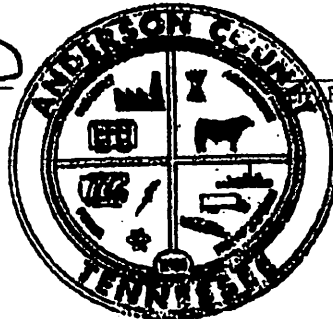
BE IT FURTHER RESOLVED that this agreement and any and all other required documents be executed by all Fire Departments and the Rescue Squad prior to any funds being distributed pursuant to this Resolution.

BE IT FURTHER RESOLVED that it is the intent of the Anderson County Board of Commissioners to fund this donation on an annual basis; however, nothing contained herein shall be considered as a contractual obligation to fund this fire truck replacement schedule on a yearly basis and bind the County to future budgetary obligations without year to year approval by the Anderson County Board of Commissioners.

RESOLVED, duly passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED:

  
\_\_\_\_\_  
Chuck Fritts, Chairman, County Commission



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

Attest:

  
\_\_\_\_\_  
Jeff Cole, Anderson County Clerk

*SEC*

EXHIBIT

C

**Anderson County, Tennessee  
Board of Commissioners**

**RESOLUTION NO. 15-7-545**

**RESOLUTION TO PROVIDE FUNDING FOR THE PURCHASE OF A NEW FIRE TRUCK, RESCUE VEHICLE, OR OTHER APPROVED VEHICLE APPARATUS FOR ANDERSON COUNTY FIRE DEPARTMENTS CONTINGENT UPON ANNUAL FUNDING APPROVED BY THE BOARD OF COMMISSIONERS.**

WHEREAS, the Anderson County Board of Commissioners wishes to authorize an annual donation of \$241,130.88 to governmental career or combination fire departments and totally Volunteer Fire Departments and the Anderson County Rescue Squad for the purchase a new Class A fire truck, rescue vehicle or other approved vehicle apparatus on an established yearly cycle as outlined below. These plans are contingent upon proper annual funding and budgetary constraints decided and agreed to annually by the Anderson County Board of Commissioners; and

WHEREAS, the terms of this Resolution shall be strictly construed, and otherwise binding and mandated on any and all Fire Departments and Rescue Squads accepting and receiving appropriated funds under the terms of this Resolution and any violations of the content herein shall be considered prima facie evidence of non-compliance thereby resulting in forfeiture of future funding and repossession of assets purchased under the terms of this Resolution; and

WHEREAS, it is the intent of this Resolution to include the Anderson County Rescue Squad in the rotation cycle as they must purchase an emergency vehicle to best provide mutual aid assistance to the Fire Departments, law enforcement agencies and the Anderson County Emergency Medical Service when requested; and

WHEREAS, beginning in fiscal year 2015/2016 the annual appropriation of \$241,130.88 shall be increased in each subsequent fiscal year in the County budget by two and one-half percent (2 ½ %) for the cost of inflation as budgeted and approved annually by Anderson County Board of Commissioners; and

WHEREAS, each fire department must purchase with the approved annual appropriation from the Board of Commissioners, a Class A Fire Pumper as defined by NFPA 1901 standards and ISO Requirements, or a rescue vehicle, or other approved vehicle apparatus as recommended by the Anderson County Director of Emergency Medical Services and Director of Emergency Management and approved by the Anderson County Board of Commissioners; and

WHEREAS, it is the intent of the replacement cycle and appropriation plan to ensure replacement and augmentation of a new fire truck or approved rescue vehicle or other vehicle apparatus to provide adequate public safety responses for the residents of Anderson County that will comply with NFPA standards and best meet the needs of all Anderson County citizens; and

WHEREAS, it is felt that the cities of Oak Ridge, Clinton, Norris, Oliver Springs, and Lake City should be included in the rotation schedule as career or combination fire departments that serve the emergency needs of all Anderson County citizens; and

WHEREAS, all Fire Departments and the Rescue Squad shall respond to Emergency Medical and First Responder calls only when dispatched accordingly or requested by Anderson County EMS, Emergency Management, law enforcement, or required under other mutual aid agreements; and

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**WHEREAS**, fire departments receiving an annual donation under the terms of this Resolution shall not charge for their services other than governmental taxing authority approved by the local county or municipal legislative body or Tennessee General Assembly. Fire departments who privately charge Anderson County citizens for emergency service responses are unable to receive a county donation for the purchase of new fire truck, rescue vehicle or other vehicle apparatus; however, departments may charge for standby services for athletic events, highly dangerous or special needs requests unrelated to typical emergency calls, first responder and mutual aid responses when requested and compensation agreed to in advance; and

**WHEREAS**, all Fire Departments and the Rescue Squad shall respond without charge to mutual aid requests at any time without any delay in response per the State Mutual Aid Guidelines; and

**WHEREAS**, if a Department wishes not to respond to mutual aid requests from other County Departments, or Emergency Medical Calls, that Department should be removed from the rotation of funds for a fire truck, rescue vehicle or other vehicle apparatus; and

**WHEREAS**, the Fire Departments or Rescue Squad, shall be responsible for providing liability insurance on the vehicle while in their possession, and Anderson County Government shall be named as an additional insured party at all times. Proper proof of liability coverage shall be submitted to the Anderson County Purchasing Department prior to receiving appropriations governed by this Resolution; and

**WHEREAS**, if the Department wishes to use borrowed funds to increase the amount of the purchased apparatus, they must list Anderson County as an additional lien holder, second only to the lending institution; and

**WHEREAS**, if the Fire Department dissolves, ceases to formerly exist, fails to maintain Tennessee Secretary of State legal status or Internal Revenue Service Not-For-Profit status, Anderson County will have the right without additional legal process to immediately repossess all vehicles, equipment and apparatus bought with Anderson County funds under the terms of this Resolution. Anderson County reserves the right to repossess assets bought with funds received under the terms of this Resolution for non-compliance with any requirement herein embodied in this Resolution; and

**WHEREAS**, all Fire Departments and the Rescue Squad receiving these funds, will attend announced meetings of the Anderson County Fire Commission, as the Fire Commission will administer, recommend to the Board of Commissioners and govern the schedule of these funds for the purposes set forth. Fire Departments that fail to attend fifty-one percent (51%) of Fire Commission meetings for any given fiscal year will be ineligible to receive appropriations under this Resolution for the following three (3) fiscal years unless waiver of this provision is approved by the Anderson County Commission; and

**WHEREAS**, it will be the responsibility of the Fire Departments to provide routine, needed repairs and emergency maintenance on purchased apparatus and ancillary emergency response equipment for the term of this agreement including routine safety and maintenance checks for all apparatus including ladders, breathing apparatus and other life safety equipment as mandated and approved by the Anderson County Director of Emergency Medical Service and the Director of Emergency Management; and

**WHEREAS**, all purchases under the terms of this Resolution shall be competitively bid through the Anderson County Purchasing Department and legally compliant with all mandates of the 1957 Purchasing Act and Fiscal Management Act. Members of the Board of Commissioners, County officials, both elected and appointed, employees of Anderson County and members of the Fire Commission shall not be financially interested in, receive personal financial gain, make a profit or commission from the purchase of a fire truck, rescue vehicle or other vehicle apparatus from funds received under the terms of this Resolution; and

**WHEREAS**, all departments receiving funds under this Resolution shall be required to maintain routine inspections of all fire suppression equipment as mandated and determined by the Anderson County

Fire Commission as recommended through consultation with the Director of EMS and the Emergency Management Director; and

**WHEREAS**, all fire departments receiving funds under this Resolution shall submit to annual audits, or otherwise requested audits approved and funded by the Anderson County Board of Commissioners, and shall comply with all public records requests submitted by the Board of Commissioners.

**NOW, THEREFORE, BE IT RESOLVED** by the Anderson County Board of Commissioners meeting in regular session this 20<sup>th</sup> day of July 2015 that the above-stated provisions are strictly required and not just mere recitals and are incorporated herein as mandatory for any fire department to receive funding for assets purchased under the terms of this Resolution.

**BE IT FURTHER RESOLVED** that the rotation cycle is established as follows beginning in fiscal year 2015/2016 with Department 8, subject to County Commission approval:

1. Briceville Volunteer Fire Department
2. Oliver Springs Fire Department
3. Clinton Fire Department
4. Lake City Fire Department
5. Norris Volunteer Fire Department
6. Claxton Volunteer Fire Department, Inc.
7. Marlow Volunteer Fire Department
8. Oak Ridge Fire Department
9. Medford Volunteer Fire Department
10. Anderson County Rescue Squad, Inc.
11. Andersonville Volunteer Fire Department

**BE IT FURTHER RESOLVED** that this agreement and any and all other required documents be executed by all Fire Departments and the Rescue Squad prior to any funds being distributed pursuant to this Resolution.

**BE IT FURTHER RESOLVED** that it is the intent of the Anderson County Board of Commissioners to fund this donation on an annual basis; however, nothing contained herein shall be considered as a contractual obligation to fund this fire truck replacement schedule on a yearly basis and bind the County to future budgetary obligations without year to year approval by the Anderson County Board of Commissioners.

**RESOLVED**, duly passed and approved this 20<sup>th</sup> day of July 2015.

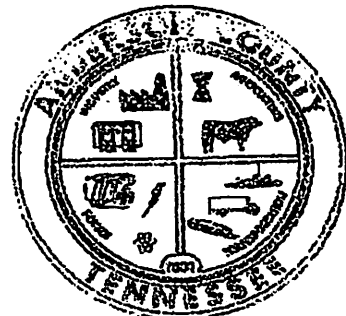
**APPROVED:**

  
Robert McKamey, Chairman,

  
Terry Frank, County Mayor

Attest:

  
Jeff Cole, Anderson County Clerk



SEC 1

# 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 [rhobrook@andersoncountyttn.gov](mailto:rhobrook@andersoncountyttn.gov) or by phone at 865.264.6311.

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



### Budget Schedule for the 2025/2026 Fiscal Year

| <b>Dates for specific activities: Tenn. Code Ann. §§ 5-21-110 and 5-21-111</b> |  |   |
|--|--|---|
| February 6 <sup>th</sup><br>4:00 pm  | Budget<br>Committee                    | Budget Committee establishes calendar, forms and procedures as well as guidelines and direction in projecting budget needs. (TCA §-110 a)   |
| February 6 <sup>th</sup><br>Through<br>February 8 <sup>th</sup>                | Finance<br>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)        |
| February 8 <sup>th</sup>   | Finance<br>Department                  | Budget forms and information distributed to all departments. (TCA §-110 e 1)  |
| February 27 <sup>th</sup>  | All<br>Departments                     | By February 27 <sup>th</sup> All departments submit their proposed budget to Finance Director, except for Schools. (TCA §-110 b & -110 e 2)   |
| February 9 <sup>th</sup><br>through<br>March 1 <sup>st</sup>                   | Finance<br>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<br>Director                    | Finance Director distributes the proposed budgets to the Budget Committee. (TCA §-110 d 1-3)  |
| March 6 <sup>th</sup><br>4:00 pm   | Budget<br>Committee                    | Budget Committee discusses the departments' proposed budgets and determines those to present at departmental budget hearings.   |
| March 7 <sup>th</sup><br>through<br>March 14 <sup>th</sup>                     | Departments<br>and Finance<br>Director | Budget meetings between departments with Finance Department as needed, except Schools.  |
| April 10 <sup>th</sup><br>4:00 pm  | Budget<br>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<br>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 e 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><br>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.<br><br>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)<br><br>Budget Committee shall vote on the School's proposed budget no later than June 1 <sup>st</sup> . (TCA §-110 5 A) |
| Prior to<br>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><br>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><br>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.<br><br>(TCA §-110 e 7 & -110 f & -111 b-e)  |
| June 23 <sup>rd</sup><br>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)<br><br>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)   |

## **Robby Holbrook**

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**om:** Commissioner Tracy Wandell <[twandell@andersoncountyttn.gov](mailto:twandell@andersoncountyttn.gov)>

**Sent:** Wednesday, January 22, 2025 9:47 AM

**To:** Robby Holbrook <[rholbrook@andersoncountyttn.gov](mailto:rholbrook@andersoncountyttn.gov)>

**Cc:** Brice Kidwell <[bkidwell@andersoncountyttn.gov](mailto:bkidwell@andersoncountyttn.gov)>; Cameron James <[claxton7407@gmail.com](mailto:claxton7407@gmail.com)>; Commissioner Sabra Beauchamp <[sbeauchamp@andersoncountyttn.gov](mailto:sbeauchamp@andersoncountyttn.gov)>; Elliot Mitzelfeld, Chief <[elliott@andersoncountyrescue.com](mailto:elliott@andersoncountyrescue.com)>

**Subject:** Fire Commission

Robby,

Good morning. I wanted to follow up on the payment for our Fire Commission secretary. It has been quite sometime since the motion passed in our Fire Commission, budget and full commission.

I have attached the email with the minutes where the \$100 per month was approved. My understanding is that the funds for payment would come from the EMA's budget. I think the one-time annual payment would be appropriate and agreeable. Hopeful we can issue backpay from the time this motion passed.

Please let me know if any questions. Thank each of you for your support of our County.

Respectfully,

Tracy



**Tracy Wandell**  
**Anderson County Commissioner**  
District 1  
865-388-0921 cell  
[twandell@andersoncountyttn.gov](mailto:twandell@andersoncountyttn.gov)

SEC F

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

**TYPE OF AMENDMENT**

TRANSFER:

APPROPRIATION: X

DEPARTMENT: Finance

FROM: Robby Holbrook

| INCREASE          | CODE DESCRIPTION  | AMOUNT             |
|-------------------|---|--------------------|
| 101-54410-399-FCC | EMA - Other Contracted Services - Fire Commission Committee | \$ 1,200.00        |
|                   |   |                    |
|                   |   |                    |
|                   | <b>Total</b>  | <b>\$ 1,200.00</b> |
|                   |   |                    |
| <b>DECREASE</b>   |   |                    |
| 101-39000         | Unassigned  | \$ 1,200.00        |
|                   |   |                    |
|                   |   |                    |
|                   | <b>Total</b>  | <b>\$ 1,200.00</b> |

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

Detailed Justification / Explanation :

|  |  |  |  |  |  |
|--|--|--|--|--|--|
| Fire Commission secretary \$100 per meeting. |  |  |  |  |  |
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Impact on 25/26 Budget - Yes

*SEF*