





26-0092

## CONTRACT

**BETWEEN ANDERSON COUNTY, TENNESSEE**

**AND**

**STATE AND LOCAL TAX ADVISORS, LLC**

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This agreement is made and entered by and between Anderson County, hereinafter referred to as "County" and State and Local Tax Advisors, LLC, hereinafter referred to as "Contractor", effective January 1<sup>st</sup>, 2026.

The Contractor's address is:

State and Local Tax Advisors, LLC  
448 N Cedar Bluff Rd, #245  
Knoxville, TN 37923

Contractor agrees to provide services to the County in the form of audits and discovery of unreported and under-reported Business Personal Property and training of designated appraisal staff. Said services are further defined in the "Scope of Services" Section.

### **SPECIAL PROVISIONS**

Whereas the County is a political subdivision of the State of Tennessee;

and whereas the Contractor is engaged in the business of providing audit and compliance review services regarding the listing and assessment of Business Personal Property as provided by Tennessee Law and regulatory requirements;

and whereas the above primarily involves dealing with property tax laws and regulations which are administered by Local and State taxing officials including the County Assessor of Property;

and whereas the Contractor desires to enter into this Agreement to provide services regarding statutory requirements, governmental relations, and administrative agency consulting, as well as contacts with various elements of local governments and businesses sharing a common interest in Business Personal Property listing and assessment compliance and equitable taxation.

## **SCOPE OF SERVICES**

The Contractor will perform under the direction of the Assessor of Property and is required to perform the following tasks and services:

- As directed by the Assessor of Property may, travel to location where the records for the parcel under audit are maintained, conduct on-site audits of businesses and perform other field work as may be required to document the accuracy of returns. Audits must verify office and production equipment, leasehold improvements, inventories (raw materials and supplies), and other assets for ad valorem tax returns.

The Contractor will perform the following in connection with audits:

- Planning taxpayer notification and audit screening, examination of accounting records and tax documents, preparation and presentation of audit results with the County and with audited companies.
- As directed, drafting notices of deficiency, correspondence, or other documents associated with audit findings. Although the County shall provide the stationery, the Contractor will be responsible for the preparation of written correspondence with the taxpayers.
- Making presentations to County officials and others as requested and approved by the County; also serving on behalf of the County as an expert witness in tax related litigation, or before administrative appeal bodies.
- As requested, offering plans and recommendations for changes in procedures, with the objective of improving compliance by the business community.

Contractor will maintain records relative to the status of each taxpayer assigned by the Assessor of Property for audit. Contractor will provide the Assessor with progress as requested. These management reports may include graphical presentations of audit results, audits in process, audit issues, and recommendations for compliance improvement for tax filers.

Upon request, Contractor agrees to provide training to designated employees of the County as to all aspects of the services provided by the Contractor. Any designee of the County may accompany Contractor on any audit, provided the County shall be responsible for the travel-related expenses of such designee.

Contractor agrees to comply with provisions of the Tennessee statutes in connection with the confidentiality of records including all official records and the records of the taxpayer. The Contractor shall hold the County harmless for any liability which may result from an action involving the Contractor, its employees, or its agents regarding confidentiality of records or other information acquired from the taxpayer or taxpayer's agent.

The County agrees to the following:

- Planning and project administration shall remain under the overall control of the Assessor of Property's office. Actual audits shall be performed in conjunction with county staff, who may participate in or direct the audits on selected accounts. Audit schedules, final selection of businesses for audit, audit scope, and other aspects of the program shall remain under the control of the Assessor of Property.
- Provide copies of Personal Property Listings, as well as any supplemental schedules to Contractor for each parcel / year scheduled for audit; and/or guarantee Contractor has remote access to print PRCs from the County computerized tax roll.
- Provide Contractor with County Letterhead which will be used solely for correspondence in connection with implementing the agreed upon audit services, if the County would like the Contractor to print correspondence on their behalf. All printed correspondence will be forwarded back to the County for review, signature and mailing.
- The County further agrees to be available as needed for consultation to properly implement and conduct the audit program.
- The County shall be responsible for all costs of litigation, including legal counsel, should such be necessary, involving appeals, whether judicial or administrative, resulting from audits; however, contractor shall assist County in defending the audit on appeal, including testifying as an expert witness, at no additional charge.

## **PAYMENT TERMS AND CONDITIONS**

In consideration of the above described services, the County agrees to pay fees to the Contractor according to the following:

- (1) Contractor's fees for service provided to the County, in accordance with the provisions of this agreement, are based on a per-audit fee depending on the size of the account assigned for audit. Sizes of accounts shall be determined based on the largest value of the years within the audit scope as reflected on the records of the Assessor of Property before the audit is performed. If special circumstances arise, such as an account with no pre-audit tax roll value, the fee may be negotiated prior to audit commencement.

Fees shall be determined as follows:

Field Audits (defined): Includes the audit of any account assigned by the County requiring a comprehensive review of the taxpayer's accounting records. Field Audits will be performed on all accounts assigned and will be based on each account's property as follows:

<b>CONTRACTOR'S FEE SCHEDULE</b>	
<i>Accounts with a \$50,000 or less value will be gladly quoted upon request.</i>	
<b>PERSONAL PROPERTY VALUE PER ACCOUNT RANGE</b>	<b>RATE PER ACCOUNT</b>
\$50,001 to \$250,000	\$440
\$250,001 to \$500,000	\$600
\$500,001 to \$1,000,000	\$810
\$1,000,001 to \$4,000,000	\$1,625
\$4,000,001 to \$10,000,000	\$4,085
\$10,000,001 to 20,000,000	\$5,000
\$20,000,001 and above	**

\*\*The fee on accounts with an appraised value over 20 million dollars will be \$5,000, plus \$1,000 for each additional \$10 million in value, rounded to the nearest thousand, with a cap of \$15,000.

NOTE: This fee schedule has not changed from the previous years agreed upon fees (2025 audit program)

- (2) Unless otherwise provided for in this agreement, the above fees include all costs associated with the Contractor's performance of services including, but not limited to, travel, food, lodging, mileage, salaries, employee benefits, and assisting County in defending the audit findings, including testifying as an expert witness, throughout any appeals process, including, but not limited to, County and State level Proceedings whether judicial or administrative.
- (3) Audits and correspondence will be submitted to the County electronically. The County will also be provided with the Taxpayer's email address (if provided by the Taxpayer) so audit results and correspondence can be electronically sent, after County approval, from the County to the Taxpayer.
- (4) If the County prefers audit results and correspondence to be delivered in paper format the above fees will be increased by five percent (5%) to cover printing and delivery costs.
- (5) If an assigned account is subsequently canceled by the County, the Contractor will bill the County at a rate of \$90/hour for actual time spent on the audit plus any actual expenses incurred. In no instance can the hourly amount billed exceed the fixed fee rate for the account.

- (6) County will be responsible for the cost of postage for handling audit correspondence and any cost of providing Contractor with copies of County records associated with an account assigned for audit. County will also be responsible for all costs of litigation including legal counsel, should such be necessary, involving appeals, whether judicial or administrative, resulting from audits; however, Contractor shall assist County in defending the audit on appeal, including testifying as an expert witness, at no additional charge.
- (7) Contractor shall invoice the County for applicable service fees when the completed audits are submitted to the Property Assessor's Office. Invoiced fees will be due and payable within twenty (20) days following billing date.
- (8) Contractor shall provide the County documentation of services rendered in the form of individual, detailed audit reports. Taxpayer Logs / Call Sheets will be available upon request detailing the contact and conversations between the Contractor and the Taxpayer.
- (9) County's fiscal liability limited to appropriation authority contained within the County's operating budget for each fiscal year that the contract applies.

## **STANDARD TERMS AND CONDITIONS**

Contract Term. This contract shall be effective upon complete execution and signatures by both the vendor and the County. The fee structure shown on page 4 will apply to audits assigned as part of the 2026 and 2027 audit programs. This contract will remain in force through the completion of the 2027 audit program unless terminated in writing.

Termination for Convenience. The County may terminate the Contract by giving the Contractor at least thirty (30) days written notice before the effective termination date. In the event the County terminates, the Contractor shall be entitled to receive equitable compensation for satisfactory, authorized services completed as of the termination date.

The Contractor may terminate the Contract by giving the County at least thirty (30) days written notice before the termination date; however, the Contractor may only terminate the Contract at the end of any given audit program cycle.

Termination for Cause. If the Contractor fails to fulfill its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the County shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Contract by the Contractor.

Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate County officials in accordance with applicable State laws and regulations.

Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the County. If such subcontracts are approved by the County, they shall contain, at a minimum, sections of this Contract pertaining to Conflicts of Interest and Nondiscrimination.

Conflicts of Interest. The Contractor warrants that no part of the total 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 Contractor in connection with any work contemplated.

Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor on the grounds of handicap and / or disability, age, race, color, religion, sex, national origin or any other classification protected by Federal or Tennessee, constitutional or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Records. The Contractor shall maintain documentation for all work performed under this Contract. Information relative to work performed or money received under this Contract shall be maintained for a period of three (3) full years from the date of the final payment and shall be

subject to audit and any reasonable time and upon reasonable notice by the County or their duly appointed representatives.

Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the County or their duly appointed representatives.

Progress Reports. The Contractor shall submit brief and periodic progress reports to the County as requested.

## PROFESSIONAL SERVICES CONTRACT

This Agreement is for professional services. It is understood that the Contractor will act as an agent of the Assessor's Office as specified in Tennessee Code Annotated §67-5-402. Neither party assumes any liability to the other or to any third party for any damages to property including damages to equipment, or personal injury or death, which might arise out of, or be any way connected with, any act or omission of the other party.

Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

### **ENTIRE AGREEMENT**

This agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral Agreement or understanding between the parties.

### **WAIVER OF CONTRACTUAL RIGHT**

The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every other provision of this Agreement. Any notices to be given or submitted by either party to the other pursuant to this Agreement shall be made in writing and sent by first class mail, postage paid or by hand delivery to:

#### COUNTY

Anderson County  
John K. Alley Jr., Assessor

*Mailing Address:*

Anderson County Assessor's Office  
100 North Main Street / Room 202  
Clinton, TN 37716

#### CONTRACTOR

State and Local Tax Advisors  
J. Neill Murphy, CPA

*Mailing Address:*

448 N Cedar Bluff Rd  
#245  
Knoxville, TN 37923

In witness whereof, the parties have executed this agreement for the purposes stated herein, on the day and date first above written.

#### COUNTY:

Anderson County  
Assessor of Property

Date

Additional Signatures, if required by County:

Title:

Date

Title:

Date

#### CONTRACTOR:

*J. Neill Murphy*  
State and Local Tax Advisors, LLC

1/12/26  
Date

### **APPROVED AS TO LEGAL FORM**

*James Brooks*  
James W. Brooks  
Anderson County Law Director

01/21/2026



## ANDERSON COUNTY GOVERNMENT

TERRY FRANK  
COUNTY MAYOR

January 27, 2026

Commissioner Shain Vowell

Chairman, Anderson County Budget Committee

RE: Agenda

Chairman Vowell and Honorable Members of Budget Committee,

I wish to add approval of a change order for the Anderson County Health Department Renovation Project. When we went to bid on the project, we added three alternates in case we had additional funds available.

Those alternates: Sidewalk Replacement; Drive-Through Canopy at entrance; Conference Room finish upgrades.

I received notice on January 13, 2026, that the State of Tennessee is going to make an additional \$150,000 available to us to accomplish these alternates. We do have a small contingency in the project to cover the remaining difference.

In total, the State of Tennessee is contributing \$849,000 in funds for the renovation. I am extremely thankful for the partnership between Anderson County and the Tennessee Department of Health in meeting the needs of citizens in our county.

Sincerely,

A handwritten signature in blue ink, appearing to read "Terry Frank".

Terry Frank

Attachments: Change order documents



Blankenship & Partners LLC  
Architects and Planners

1112 E. Weisgarber | 2nd Floor | Knoxville, TN 37909 | Office: 865.251.2585  
Mailing Address: P.O. Box 53434 | Knoxville, TN 37950

January 26, 2026

Ms. Terry Frank  
Mayor, Anderson County  
100 N. Main Street  
Clinton, TN 37716

**ANDERSON COUNTY HEALTH DEPARTMENT RENOVATION  
CLINTON, TN  
CHANGE ORDER PROPOSAL NO. 1**

We are in receipt of Skilled Services' Change Order Proposal No. 1 for **the Addition of Three Project Alternates**, as described in the attached proposal for a net INCREASE of One Hundred Fifty-One Thousand Six Hundred and 00/100 Dollars (\$151,600.00) and Thirty (30) Days of contract time AFTER Base Bid work for Alternate No. 3 ONLY. The attached documentation appears to be fair and reasonable. We recommend your approval of the proposal and change to the Contract Time. If you concur with our recommendation, this proposal will be included in the next change order processed.

If you should have any questions, please contact me at your earliest convenience.  
Thank you.

Sincerely yours,

  
W.M.R. BLANKENSHIP  
PRESIDENT  
BLANKENSHIP & PARTNERS, LLC

File: 21-04.1.1/7.1.3



## SKILLED SERVICES

**CHANGE ORDER - FORM FOR PRICE SUMMARY**

Rounding off is permitted on State contracts if rounding up for decreases and rounding down for increases. Math functions in this worksheet show rounded off to nearest penny, but carry exact value for calculations.

**AMENDMENT 2**  
**ANDERSON COUNTY GOVERNMENT**

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

**Amendment Section(s) —**

1. Grant Contract section C.1. Maximum Liability is deleted in its entirety and replaced with the following:
  - C.1. **Maximum Liability.** In no event shall the maximum liability of the State under the Grant Contract exceed Eight Hundred Forty Nine Thousand Dollars (\$849,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment 3, shall constitute the maximum amount due the Grantee under the Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and in-direct costs incurred or to be incurred by the Grantee.
2. Grant Contract Attachment 1 is deleted in its entirety and replaced with the new attachment 1 attached hereto.
3. Grant Contract Attachment 2 is deleted in its entirety and replaced with the new attachment 2 attached hereto.
4. Grant Contract Attachment 3 is deleted in its entirety and replaced with the new attachment 3 attached hereto.

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

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

**IN WITNESS WHEREOF,**

**Anderson County Government:**

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**GRANTEE SIGNATURE**

**DATE**

**TERRY FRANK, COUNTY MAYOR**

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

**Department of Health:**

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**JOHN R. DUNN, DVM, PhD, EMBA**

**DATE**



## ANDERSON COUNTY GOVERNMENT

TERRY FRANK  
COUNTY MAYOR

January 13, 2026

Ashley Lyons, Regional Director  
East Regional Health Office  
2201 Medical Center Way  
Knoxville, TN 37920

Ms. Lyons,

Please accept this letter as a request for the ARP funding to renovate the Anderson County Health Department. Anderson County was designated to receive \$349,000 in ARP funding for facilities improvement. This grant contract was designated at \$465,400 state match with Grantee participation of \$116,400.

Our new request entails the state designate \$849,000 to the grantee match of \$116,400 for a new total of \$965,400. Anderson County is dedicated to follow all policies and procedures set forth by the State of TN with the contracting agency facilitating.

The following plans are in place for improvements:

- Clinic area updates
- Clerical area updates

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Frank".

Mrs. Terry Frank  
Anderson County Mayor

Cc: Josh Gipson  
Regional & Local Health Facilities Specialist, Community Health Services • 37716  
PHONE: (865) 457-6200

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	ANDERSON, COUNTY OF
Subrecipient's Unique Entity Identifier (SAM)	FYPENE4ABBG6
Federal Award Identification Number (FAIN)	SLFRP5534
Federal award date	March 3, 2021
Subaward Period of Performance Start and End Date	March 3, 2021 – December 31, 2026
Subaward Budget Period Start and End Date	March 3, 2021 – December 31, 2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	21.027 - Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Grant contract's begin date	January 13, 2023
Grant contract's end date	June 30, 2026
Amount of federal funds obligated by this grant contract	\$849,000.00
Total amount of federal funds obligated to the subrecipient	\$849,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$711,897,713.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Local Health Department Capital Investment Program – IT requests including phone system upgrades and statewide needs.
Name of federal awarding agency	US Treasury
Name and contact information for the federal awarding official	Katharine Richards, Director, Coronavirus State and Local Fiscal Recovery Funds, Office of Recovery Programs, Department of the Treasury, (844) 529-9527
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Josh Gipson, <a href="mailto:Josh.Gipson@tn.gov">Josh.Gipson@tn.gov</a> 615.864.4744
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	5 Percent 5%

**GRANT BUDGET**

(BUDGET PAGE 1)

<b>ANDERSON COUNTY GOVERNMENT</b>				
<b>APPLICABLE PERIOD:</b> The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 13, 2023, and ending June 30 2026.				
<b>POLICY 03 Object Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY<sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$849,000.00	\$116,400.00	\$965,400.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$849,000.00</b>	<b>\$116,400.00</b>	<b>\$965,400.00</b>

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

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

**ATTACHMENT 3 (continued) GRANT**

## BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

SALARIES						AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	x	x	+	(Longevity, if applicable)	\$0.00	
ROUNDED TOTAL					\$0.00	
PROFESSIONAL FEE/ GRANT & AWARD					AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)					\$0.00	
ROUNDED TOTAL					\$0.00	
TRAVEL/ CONFERENCES & MEETINGS					AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)					\$0.00	
ROUNDED TOTAL					\$0.00	
INTEREST					AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)					\$0.00	
ROUNDED TOTAL					\$0.00	
SPECIFIC ASSISTANCE TO INDIVIDUALS					AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)					\$0.00	
ROUNDED TOTAL					\$0.00	
DEPRECIATION					AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)					\$0.00	
ROUNDED TOTAL					\$0.00	
OTHER NON-PERSONNEL					AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)					\$0.00	
ROUNDED TOTAL					\$0.00	
CAPITAL PURCHASE					AMOUNT	
IT requests including phone upgrades					\$15,400.00	
Statewide needs					\$950,000.00	
ROUNDED TOTAL					\$965,400.00	



**ADDITIONAL TERMS AND CONDITIONS**

**AGREEMENT.** You want us to now pay your Vendor for the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time initiation fee of \$125.00. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00), or 2) the highest lawful charge, if less.

**NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM.** YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

**IMAGE CHARGES AND OVERAGES.** You are entitled to track the total number of images shown under Image Allowance (or Total Contracted Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us or the Vendor with the actual meter readings on any business day as designated by us or the Vendor, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionally increased at any time if Vendor's estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a minimum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and coverage charges.

**EQUIPMENT USE.** You will keep the Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You agree that you will not use the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

**VENDOR SERVICES.** Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoice by us on your Vendor's behalf for your convenience. You will look solely to your Vendor for performance under any such arrangement or to address any disputes arising thereunder.

**SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

**NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**

**ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set off assertable against us or anyone else.

**LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages.

**INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of the Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or we fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such terms and amounts as we deems reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

**TAXES.** We own the Equipment. You will pay when due, either directly or by remitting us all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upon and to be payable over the term will be a finance charge.

**END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless: a) we receive written notice from you, at least 30 days prior to the End Date, of your intent to return the Equipment; and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us at 105% of the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

**DEFAULT/REMEDIES.** If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum, and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

**UCC.** You agree that this Agreement is (and/or shall be) treated as a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under Sections 507-522 of Article 2A of the UCC.

**MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under the Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "original" constituting "chattel paper" under the UCC, is either (i) the paper copy hereof bearing (ii) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (iii) our original manual signature or (iv) the copy of this Agreement executed by the parties and controlled by us or our assignee or custodian in accordance with the Electronic Signatures in Global and National Commerce Act or any similar state law based on the Uniform Electronic Transactions Act and other applicable law as electronic chattel paper under the UCC. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Agreement is maintained or controlled. If any provision of this Agreement is unenforceable, the other provisions hereof shall remain in full force and effect to the fullest extent permitted by law. You authorize us to either amend or correct the Agreement number, serial number, model numbers, beginning date, and signature date, and acknowledge that if your Vendor signs in any blanks above, they did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.

**APPLICABLE TO GOVERNMENTAL ENTITIES ONLY**

You hereby represent and warrant to us that as of the date of the Agreement: (i) the individual who executed the Agreement has full power and authority to execute the Agreement on your behalf; (ii) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (iii) the Equipment will be operated and controlled by you and will be used for legitimate government purposes for the entire term of the Agreement; (iv) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unencumbered, and unexpended appropriation; (v) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (vi) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (vii) no provision of the Agreement constitutes a privilege of your tax or general revenues; and (viii) you will comply with any applicable information reporting requirements of the tax code, which may include 5038-G or 8038-G Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) deliver to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date March 1, 2026	End Date February 28, 2030	Agency Tracking # 32701-26-263	Edison ID 89506		
Grantee Legal Entity Name Anderson County			Edison Vendor ID 0000004145		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient	Assistance Listing Number Grantee's fiscal year end June 30				
<b>Service Caption</b> (one line only) Lost Bottom Park Recreation and Ecological Enhancement Project					
<b>Funding</b> —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026				\$327,450.00	\$327,450.00
2027					
2028					
2029					
2030					
2031					
<b>TOTAL:</b>				<b>\$327,450.00</b>	<b>\$327,450.00</b>

### Grantee Selection Process Summary

Competitive Selection

TDEC as trustee for state natural resources solicited and evaluated proposals for projects to benefit natural resources of like kind to those injured by pollutant releases pursuant to the Administrative Order on Consent with the U.S. Department of Energy for the Oak Ridge Reservation.

Non-competitive Selection

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

*Scott Grammer \ MKH*

Speed Chart (optional)  
EN00022940 / 32736

Account Code (optional)

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Anderson County, hereinafter referred to as the "Grantee," is for the provision of Lost Bottom Park Recreation and Ecological Enhancement Project in Anderson County, Tennessee HUC 12 Watershed Clinch River-Wolf Creek, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000004145

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

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall follow the full project plan proposed and approved under the Oak Ridge Reservation Natural Resource Damages Restoration Grant Program. The grantee is responsible for identifying and obtaining all necessary state and federal permits required for the work. All permit coverage, environmental reviews, and associated consultations must be acquired and completed before any construction begins. Monitoring and adaptive management shall be performed. Permanent protection through an easement or deed restriction is required. Should circumstances warrant any change(s) to the plan, the Grantee shall submit a written request describing in detail said change(s) and the reasons for the change. The Grantee shall not proceed with implementation of any change(s) without the State's written approval.
- A.3. The project shall restore and enhance habitat, reduce erosion and runoff, and support groundwater recharge protection. The project shall improve the existing boat launch ramp, construct one Americans with Disabilities Act (ADA) compliant boardwalk and fishing pier, one kayak launch, provide additional parking and improve access opportunities in compliance with ADA requirements, remove invasive plant species and restore native vegetation.
- A.4. Deliverables and Schedule. The Grantee shall provide deliverables in accordance with the schedule outlined below.

<b>Deliverable</b>	<b>Quantity</b>	<b>Date</b>
Semi-Annual Interim Project Report 1	1	September 1, 2026
Semi-Annual Interim Project Report 2	1	March 1, 2027
Semi-Annual Interim Project Report 3	1	September 1, 2027
Semi-Annual Interim Project Report 4	1	March 1, 2028
Semi-Annual Interim Project Report 5	1	September 1, 2028
Semi-Annual Interim Project Report 6	1	March 1, 2029
Semi-Annual Interim Project Report 7	1	September 1, 2029
Final Project Completion Report	1	February 28, 2030

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on March 1, 2026 ("Effective Date") and extend for a period of forty-eight (48) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Twenty-Seven Thousand Four Hundred Fifty Dollars (\$327,450.00) ("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:

Department of Environment and Conservation  
Debbie Duren, Natural Resource Trustee Program Manager  
Office of the General Counsel  
Davy Crockett Tower, Floor 5  
500 James Robertson Parkway, Nashville, TN 37243

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

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Environment and Conservation, Natural Resource Trustee Program.
- (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-item: 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 the 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 ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet 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:

Debbie Duren, Natural Resource Trustee Program Manager  
 Department of Environment and Conservation  
 Office of the General Counsel  
 Davy Crockett Tower, Floor 5  
 500 James Robertson Parkway, Nashville, TN 37243  
 Debbie.Duren@tn.gov  
 Telephone # (865) 255-4384

The Grantee:

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

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

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

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

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER

TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S  
TOLL-FREE HOTLINE: 1-800-232-5454.

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year,

the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

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

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

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

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

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

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

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. 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 the requirements of this Grant Contract and applicable state and

federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. 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 under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, 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.

**IN WITNESS WHEREOF,**

**ANDERSON COUNTY:**

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GRANTEE SIGNATURE

DATE

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PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

**DEPARTMENT OF ENVIRONMENT AND CONSERVATION:**

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DAVID W. SALYERS, P.E., COMMISSIONER

DATE

ATTACHMENT 1

Page 1

GRANT BUDGET				
<b>Lost Bottom Park Recreation and Ecological Enhancement Project</b>				
<b>The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:</b>				
<b>BEGIN: MARCH 1, 2026</b>		<b>END: FEBRUARY 28, 2030</b>		
	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE <sup>3</sup> MATCH	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award <sup>2</sup>	0.00	\$15,000.00	\$15,000.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest <sup>2</sup>	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation <sup>2</sup>	0.00	0.00	0.00
	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
	Capital Purchase <sup>2</sup>	\$327,450.00	\$212,550.00	\$540,000.00
	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) <sup>3</sup>	0.00	0.00	0.00
	<b>GRAND TOTAL</b>	<b>\$327,450.00</b>	<b>\$227,550.00</b>	<b>\$555,000.00</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--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:**

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
NEPA	\$15,000.00
<b>TOTAL</b>	<b>\$15,000.00</b>

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
Construction	\$540,000.00
<b>TOTAL</b>	<b>\$540,000.00</b>