



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

21-0064

to lease
 4 copiers

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: 763

Date: 12/3/20
 8/4/2020

BILL TO: ("Customer")

SHIP TO: (if different)

Customer Name: Anderson County
 Dept: County Clerk
 Address: 100 N. Main St. Room 111
 City/State/Zip: Clinton, TN 37716
 Phone: 865-457-6230
 Email: jeffcole@acs.ac
 Fax #: 865-264-6278
 Name & Title: Jeff Cole, County Clerk

Customer Name: _____
 Dept: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Email: _____
 Fax: _____

CSA to Pick Up Current Copier if Completed:

Make: _____ Model: _____ Serial #: _____

ImageClass MF449DW

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	ImageClass MF449DW MONTHLY RENTAL Cost Per Copy Charges apply		3514C002
Equipment Maintenance cost per copy/print includes toner and staples: B/W CPC: \$ 0.0205			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
1	Cassette Unit - AH1		0732A033
1	Install PAK		3537V015
1	Printer connectivity		2368V991
	HID Card Scanner/Follow me print		3575B678
	Tracking Software		3575B436
THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS, AS APPLICABLE, NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING.			

TOTAL: \$16.07

Auto Toner Fulfillment **(Requires use of imageWare Remote)

Send Signed Purchase Order or Email Acknowledgement to: Canon Solutions America, Inc.
 Attn. Mark Choate
 402 BNA Drive, Ste. 360
 Nashville, TN. 37217
 -- OR --
 Fax: 615.360.5088 - Attn. Mark Choate
 Email: jchoate@csa.canon.com

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

APPROVED AS TO LEGAL FORM

N. Jay Yeager
 N. Jay Yeager



CANON SOLUTIONS AMERICA

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Make: Model: Serial #:

ImageClass MF449DW

Table with 3 columns: Qty, Model Description - Base Configuration, Monthly Rental Price, Vendor Item ID. Includes line items for the copier and accessories, and a disclaimer block.

TOTAL: \$16.07

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N. Jay Yeager Anderson County Law Director



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

ImageClass MF449DW

Table with 3 columns: Qty, Model Description - Base Configuration, Monthly Rental Price, Vendor Item ID. Includes rows for main unit, maintenance, and accessories like Cassette Unit, Install PAK, Printer connectivity, etc.

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APPROVED AS TO LEGAL FORM
N. Jay Yeager
Anderson County Law Director

LEASE AGREEMENT FORM
(TBR institution is Lessor)

Administrative use only:
Agency: _____
Allotment Code: _____
No. _____

This Instrument Prepared By:



Tennessee Board of Regents
Third Floor
1 Bridgestone Park
Nashville, Tennessee 37214

This Lease, entered into as of this _____ day of _____, _____,
made by and between

Anderson County Board of Education

hereinafter called the Lessee, and

**the Tennessee Board of Regents, on behalf of
the Tennessee College of Applied Technology - Knoxville**

hereinafter called the State.

WITNESSETH:

1. **LOCATION:** The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the

County of Anderson, City of Norris, located at 3310 Andersonville Highway


2. **DESCRIPTION:** A 22,703 square foot building ("building") containing classrooms, administrative offices, workrooms, and trade or shop rooms. Being (part of) the same property further described in the last recorded instrument conveying property to Lessor in Deed Book: 1688, Page: 1151-1160 in the Anderson County Register's Office, on October 1, 2018.

3. **TERM:** The term of this lease shall commence on October 1, 2020 and shall end on December 31, 2021

(Q) with an Option to Extend for an additional six (6) months upon written approval of the parties (collectively referred to as "lease term" in paragraph 18 below), with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the

commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this lease. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this lease on the commencement date specified above.

4. **RENTAL:** State shall be required to pay \$3.00 per square foot with a total lease space of 22,703 equaling \$68,109 per annum, or \$5,675.75 per month for usage of the property. Payments are due to Lessor on the 1st day of each month and remitted to the following:


~~Mr. Jim Woodward~~ Finance Director Anderson County Schools
 101 South Main Street, Suite 500
 Clinton, TN 37716

The State agrees to pay all utilities, perform all maintenance on the Building, and all repairs including the roof, structural components, HVAC and parking lot.

5. **TERMINATION:**

- a) **FOR CONVENIENCE:** State may terminate this lease at any time by giving written notice to the Lessor at least 180 days prior to the date when such termination becomes effective. Notice shall commence on the day after the date of mailing.

The parties recognize that the State may make capital improvements and/or capital maintenance to the building. Included as capital improvements and/or capital maintenance, but not an all-inclusive list are the following examples: roof, mechanical issues (plumbing, electrical, code upgrades, etc.), parking/paving, windows, HVAC system and anything structural outside of the building, such as bricks, foundation issues, etc. Capital Maintenance/improvements are anything outside the day-to-day normal building maintenance. Examples of normal building maintenance include, but shall not be limited to, changing air filters, changing bulbs, hardware, etc.

If the State exercises the termination for convenience clause, the Lessor, Anderson County Board of Education, shall not be responsible for costs of any of the capital maintenance and/or capital improvements. However, if the Lessor exercises the termination for convenience clause, Lessor shall repay the State any unamortized costs for capital improvements or capital maintenance. Such costs shall be amortized on a straight line basis over 15 years.

- b) **DUE TO DESTRUCTION:** If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, Lessor shall affect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice with fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its opinion, may terminate this lease or, upon notice to Lessor, may elect to undertake the repairs itself, deducting the cost thereof from the rental due to become due under this lease and any other lease between Lessor and State.

- 6. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Lessee at: **Director of Schools
Anderson County Board of Ed.
101 S. Main Street, Suite 5
Clinton, TN 37716**

To the State at: **Tennessee Board of Regents
Office of Facilities Development
Third Floor
1 Bridgestone Park
Nashville, Tennessee 37214**

- 7. **ASSIGNMENT AND SUBLETTING:** The State shall have no right to assign this lease or sublet the leased premises.
- 8. **INSPECTION:** The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and, if necessary repairs are identified, shall require the repairs be made by the State within a specified time period.
- 9. **ALTERATIONS:** The State shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the leased premises, so long as the integrity, structural or otherwise, of the Building is not compromised. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the State and may be removed here from by the State prior to the termination or expiration of this lease or any renewal or extension thereof, or within a reasonable time thereafter.
- 10. **SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the State will peaceably surrender to the Lessor the leased premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the State has no control or for which Lessor is responsible pursuant to this lease, excepted. The State shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event the State elects to remove any such improvement or fixture and such removal causes damages or injury to the leased premises and then only to extent of any such damage or injury.
- 11. **QUIET POSSESSION:** Lessor agrees that the State, keeping and performing covenants contained herein on the part of the State to be kept and performed, shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under Lessor.

12. REPAIR AND MAINTENANCE:

- a) During the lease term and subject to the terms of this Lease, the State shall maintain the leased premises and appurtenances it occupies in good repair and tenantable condition, including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition except in cause of damage arising solely from a willful or negligent act of the Lessor's agent, invitee, or employee.
- b) The State's obligations shall also include, but are not limited to, periodic painting to the satisfaction of the Lessor, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts, and starters, maintenance of the parking lot, and air conditioning and ventilating equipment filters.
- c) During the lease term, the State shall be responsible for all cleaning services and pest control.
- d) During the lease term, the State shall be responsible for all safety related issues, including having the building rekeyed, if necessary. A reasonable number of keys shall be made available to the Lessor for inspection purposes.

13. APPROPRIATION: All terms and conditions of this are made subject to the continued appropriations by the appropriate Legislative Body.

14. LIABILITY OF THE PARTIES: Lessee covenants and agrees to indemnify, protect, and save harmless the State against and from all claims, demands, damages, suits, or causes of action whatsoever asserted by any person, firm, or corporation arising out of or in any way connected with the use and occupancy of the leased premises by Lessee, and that Lessee will reimburse the State for all costs and expenses, including attorneys' fees, which may be incurred by the State in connection with any such claims, demands, causes of action, or suits. Any claim alleging personal injury or property damage resulting from the negligence of the State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.

15. SERVICES AND UTILITIES:

a) The Lessor shall furnish to the State, during lease term, at Lessor's sole cost, the following services, utilities and supplies: (Enter "X" in each applicable box)

- | | | | |
|--------------------------|-------------------------------------|--------------------------|---------------------------------|
| <input type="checkbox"/> | 1) All utilities (except telephone) | <input type="checkbox"/> | 5) Hot and Cold Water Equipment |
| <input type="checkbox"/> | 2) Janitor Services & Supplies | <input type="checkbox"/> | 6) Restroom Supplies |
| <input type="checkbox"/> | 3) Drinking Fountain | <input type="checkbox"/> | 7) Heat Equipment |
| <input type="checkbox"/> | 4) Elevator Service | <input type="checkbox"/> | 8) Air Conditioning Equipment |

Note: All items listed above and all janitorial services shall be provided by the State.

16. **SERVICES CREDIT:** Not applicable to the terms of this Lease Agreement.
17. **TIME OF THE ESSENCE:** Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto
18. **HOLDING OVER:** The Lessor will not be the record owner of the premises following the expiration of the lease term. In the event the State plans to remain in possession of the premises after the expiration of the lease term, the State is required to make arrangements for continued occupancy with Hensley Holdings, LLC.
19. **FINANCIAL INTEREST:** The Lessor will provide or has provided to the State a list of names and addresses of persons, associations, or corporations who hold any financial interest in the above leased property; such list shall be immediately revised in the event of a transfer of any such interest.
20. **CODES:** At the time of this Agreement, the Lessor believes that at the time of occupancy the leased premises will be compliant with all applicable fire, building and life safety codes. During its occupancy, the State shall maintain the leased premises in accordance with all applicable fire, building and life safety codes and any other applicable governmental regulation or laws.
21. **SPACE AUDIT:** Not applicable to the terms of this Lease Agreement.
22. **PEST CONTROL:** The State shall maintain the premises in a condition that is free of pests, rodents, and other vermin.
23. **APPROVALS:** The Lessor fully understands that this lease is not binding except and until all appropriate State officials' signatures have been fully obtained, approval of this agreement has been given by the State Building Commission, as applicable, and the fully executed document returned to the Lessor. The State fully understands that this lease is not binding except and until this Lease Agreement has been approved by a majority vote of the Anderson County Board of Education and the signatures of the Anderson County Director of Schools and the Chairman of the Anderson County Board of Education have been fully obtained, and one fully executed document has been returned to the Lessor. The parties shall execute the document in duplicate, with each party retaining the original.
24. **PAYMENT OF TAXES:** Lessor, by virtue of leasing property to the State, does not become a State agency, entity, or employee, and is not entitled to any rights, privileges, or immunities pertaining to the State or its agencies and instrumentalities. State recognizes that Lessor is a governmental entity and is tax exempt also.
25. **SPECIAL PROVISIONS:** The State shall make a good faith effort to offer classes tailored to meet existing local industry needs or needs of industries that are relocating to, or starting up in Anderson County, Tennessee.
26. **AMENDMENTS:** This Agreement may be amended only by the written document executed by the representatives of both parties hereto.

27. **ATTORNEYS FEES:** Each party shall be responsible for the payment of their own respective attorney's fees.
28. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the State and Lessor with respect to the subject matter thereof. The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
29. **NO THIRD PARTY BENEFICIARY:** None of the provisions contained in this lease shall confer any benefit on any person or entity not a party to this lease.
30. **CONSTRUCTION:** The language in this lease shall be construed, in all cases, according to its fair meaning, and not for or against any party hereto. The parties acknowledge that each party has reviewed the lease and has had an opportunity to review this lease with legal counsel.
31. **SEVERABILITY:** In any event that any provision of this lease or the application thereof, is held by a Court of competent jurisdiction to be invalid, illegal or unenforceable.
32. **GOVERNING LAW:** This Lease shall be construed and enforced in accordance with the laws of the State of Tennessee. Any action or proceeding brought against the Lessor arising out of, or related to this Lease, or any amended agreement executed in the future, shall be brought only in a State Court in Anderson County, Tennessee. Any and all monetary claims against the State of Tennessee, its officers, agents, and employees relating to or arising from this Agreement shall be subject to and brought in accordance with the Tennessee Claims Act, Tenn. Code Ann. Title 9, and Chapter 8.
33. **GOVERNING LAW:** Notwithstanding anything to the contrary in this Lease, under no circumstances shall the State be obligated to expend more than a total of Twenty-Four Thousand Dollars (\$24,000.00) ("Cap") in capital improvements, or capital maintenance, as those terms are delineated in section 5 hereof (collectively, "Capital Repairs"). In the event that there is a need to spend more than the Cap on Capital Repairs, the State shall send a written notice of the Lessor with an itemization of the Capital Repairs and the cost for same. Upon receipt of such a notice, Lessor shall respond to the State, in writing, within thirty (30) days, stating whether or not Lessor will pay for the costs of the itemized Capital Repairs which exceed the Cap. If Lessor agrees to pay for the itemized Capital Repairs in excess of the Cap, then Lessor and the State shall coordinate to cause the itemized Capital Repairs to be made. If the Lessor refuses to pay for the costs of the itemized Capital Repairs which exceed the Cap, the State shall have the right to terminate this Lease.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

BY: Dr. Tim Parrott **LESSEE**
Dr. Tim Parrott
Director of Schools

STATE
BY: _____
Flora W. Tydings
Chancellor

BY: Dr. John Burrell
Dr. John Burrell
Chair, A.C. Sch. BD.

ADMINISTRATIVE APPROVAL:

BY: _____
Robbie Holbrook
AC Finance Director

APPROVED AS TO FORM:

Jay Yeager
Jay Yeager
AC Law Director

Approved by Commission

Date _____

21-0076

BK/PG: 1743/146-162

20012160

Responsible Taxpayer and Notices *OWNER*
Anderson County
Board of Education
101 S. Main St., Suite 500
Clinton, TN. 37716
PROPERTY IS TAX EXEMPT

This Instrument Prepared By:
Office of the County Law Director
Anderson County, TN
101 South Main Street, Suite 310
Clinton, TN 37716



Map: 031; Ctrl. Map: 031; Parcel: 095.00

SECOND AMENDED QUITCLAIM DEED WITH REVERSION

This SECOND AMENDED QUITCLAIM DEED is made this 1st day of October 2020, by and between HENSLEY HOLDINGS, LLC, hereinafter referred to as "Grantor", and the ANDERSON COUNTY BOARD OF EDUCATION, hereinafter referred to as "Grantee."

WITNESSETH

WHEREAS, this indenture amends the AMENDED QUITCLAIM DEED WITH REVERSION between the parties dated the 1st day of October 2018 and recorded in the Anderson County Register of Deeds' Office on that same date in Book 1688 at Pages 1151-1160 by extending the term until December 30, 2021; adding an Option to Extend this conveyance for an additional six (6) months, or more, as needed, on a month to month basis depending on the completion, acceptance and operation of the new Anderson County campus for the Tennessee College of Applied Technology (TCAT) school. (Exhibit 1 - AMENDED QUITCLAIM DEED WITH REVERSION and Exhibit 2 - Original QUITCLAIM DEED WITH REVERSION);

WHEREAS, due to the unforeseen circumstances delaying construction progress for the new Anderson County TCAT School, the Parties to this agreement have found it necessary to extend the terms of the AMENDED QUITCLAIM DEED WITH REVERSION in order to allow the current Anderson County TCAT school to continue operations and classes at Grantor's building and property until the new school is in full operation making it necessary to agree and execute this extension contained within SECOND AMENDED QUITCLAIM WITH REVERSION;

WHEREAS, Grantor has agreed to quitclaim the property herein described to Grantee for the sole purpose of allowing Grantee to lease the premises to the State of Tennessee Board of Regents for an additional and extended period of one year and three months, with Option to Extend for an additional six (6) months, or more, as needed, on a month to month basis depending on the completion, acceptance and full operation of the new Anderson County TCAT school provided Grantor's written authorization and consent is not withdrawn prior to June 31st, 2022;

WHEREAS, Grantee, has accepted the offer from Grantor, by ratification of the Anderson County School Board;

WHEREAS, Grantee has agreed to pay Grantor a total sum equal to \$3.00 per square foot (22,703 sq. ft.) equaling \$68,109 per annum, or \$5,675.76 per month for usage of the property.

17 PGS-AL-QUIT CLAIM
KIM BATCH: 176450
12/03/2020 - 02:39 PM
VALUE 0.00
MORTGAGE TAX 0.00
TRANSFER TAX 0.00

RECORDING FEE 0.00
DP FEE 0.00
REGISTER'S FEE 0.00
TOTAL AMOUNT 0.00
STATE OF TENNESSEE, ANDERSON COUNTY
TIM SHELTON
REGISTER OF DEEDS

NOW, THEREFORE, for and in consideration of the foregoing mutual covenants and of the observance and performance by Grantee of the revision, covenants, conditions, and restrictions hereinafter contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor has remised, released, and quitclaimed, and by these presents does remise, release, and quitclaim to the said Grantee a portion its right, title, and interest that the said Grantor has in and to the following described property (the "Property") for a period of one year and three months, plus a guaranteed Option to Extend for an additional six (6) months, or more, as needed, on a month to month basis depending on the completion, acceptance and full operation of the new Anderson County TCAT school provided Grantor's written authorization and consent is not withdrawn prior to June 31st, 2022:

SITUATED in the District No. One (1) of Anderson County, Tennessee, and being more particularly described as follows:

BEGINNING at a breakpoint on the Northwest corner of the building facing State Highway 61, thence traveling North 43 deg. 15min. 26 sec. East, for a distance of 49.85 feet to a breakpoint, which for reference is said point of beginning. Thence traveling: North 43 deg. 15 min. 26 sec. East, for a distance of 191.21 feet to a breakpoint; thence South 46 deg. 4 min. 34 sec. East, for a distance of 150.14 feet to a breakpoint; thence, South 43 deg. 15 min. 26 sec. West, for a distance of 151.22 to a breakpoint; thence North 46 deg. 44 min 34 sec. West, for a distance of 37.47 feet to a breakpoint; thence, South 43 deg. 15 min. 26 sec. West, for a distance of 40.00 feet to a breakpoint; thence, North 46 deg. 44min. 34 sec. West, for a distance of 39.99 feet to a breakpoint; thence, North 46 deg. 44 min. 34 sec. West, for a distance of 72.68 feet to a breakpoint, which for reference is back to said point of beginning. Total surveyed square footage is 27,209.44; however, a secondary building consisting of more or less 4506.32 square feet contained in the Original Quitclaim Deed with Reversion dated September 29, 2016 is NOT included in this conveyance and will remain in possession of Grantor. The remaining 22,703.12 is subject to this conveyance. (Exhibit 2- Diagram of Space Eliminated)

This property is a portion of the property survey by George A. McGrew, Jr., RLS #1341, 353 Cullom Street, Clinton, TN 37716 dated July 29, 2016, bearing drawing #MKV-4193B, and containing 3.99 acres, more or less.

BEING a portion of the property conveyed to HENSLEY HOLDINGS, LLC, by Quitclaim Deed dated September 10, 2002, from DARRELL W. HENSLEY and wife, Christine L. Hensley. Said deed was received for record on September 16, 2002 at 8:30 a.m., Receipt No.: 194577, and recorded in Book 1292, Pages 197-199, in the Register of Deeds Office for Anderson County, Tennessee.

This description was provided to the preparer of this Deed, and the preparer makes no warranty or representation as to the accuracy of said description.

This deed was made without benefit of title search, and the preparer of this Deed makes no representations as to the status of the title of the herein described property.

The above described premises are quitclaimed subject to any and all existing rights of way, easements, covenants, restrictions, reservations, conditions, agreements and encumbrances, whether or not the same appear of record.

TO HAVE AND TO HOLD, the foregoing described Property for a period of one year and three months with a guaranteed Option to Extend for six (6) months, or more, as needed, on a month to month basis depending on the completion, acceptance and full operation of the new Anderson County TCAT school provided Grantor's written authorization and consent is not withdrawn prior to June 31st, 2022. Nothing contained herein shall prohibit Grantee from terminating this agreement prior to June 31st, 2022 provided written notice is received by Grantor sixty (60) days prior to termination by Grantee;

This deed is made and accepted upon each of the following conditions, which shall be binding upon and enforceable against Grantee, its successor and assigns and each of them as follows:

1. That for the entire period of this SECOND AMENDED QUITCLAIM DEED the Property shall be utilized solely and continuously for educational purposes.

2. That during the entire period covered under this SECOND AMENDED QUITCLAIM DEED, Grantee will not resell, lease, mortgage, encumber, or otherwise dispose of the Property or any part thereof or interest therein without the express, prior written consent of Grantor. However, Grantor expressly agrees that Grantee may lease space contained herein to the Tennessee Board of Regents for educational purposes only.

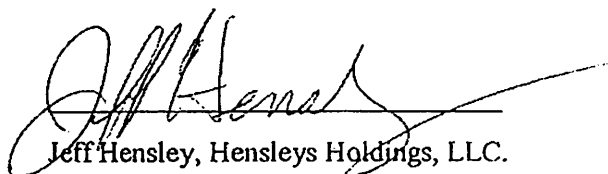
3. That on final termination of this SECOND AMENDED QUITCLAIM DEED title to the Property shall automatically revert to Grantor, which reversion shall be self-operative, at the termination of the six (6) month additional Option to Extend; or more, as needed, on a month to month basis depending on the completion, acceptance and full operation of the new Anderson County TCAT school provided Grantor's written authorization and consent is not withdrawn prior to June 31st, 2022 and submitted to Grantee. If necessary to perfect Grantor's title, Grantee agrees to execute an appropriate instrument re-conveying the Property to Grantor.

In the event of a breach of any of the conditions set forth above, whether caused by the legal or other inability of Grantee, or its successors and assigns, to perform any of the obligations herein set forth, Grantee, and its successors and assigns, shall forfeit all right, title, and interest in and to the Property and in and to any and all of the tenements, hereditaments, and appurtenances thereunto belonging, and the title to the Property, and to cause all right, title, and interest in and to the Property to revert to Grantor. The failure of Grantor or its successors or assigns to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver of or a relinquishment of the future performance of any of said conditions, but the obligations of Grantee with respect to such future performance shall continue in full force and effect.

Grantee, by the acceptance of this deed, covenants and agrees for itself and its successors and assigns that until such time as title to the Property reverts to Grantor, Grantee shall provide protection and maintenance of the Property at all times.

By the acceptance of this Deed, Grantee further covenants and agrees to maintain liability insurance, and to cause all the improvements upon the Property to be insured for their full replacement value against all losses, damage, or destruction. Grantor shall be an additional insured on and shall be furnished with copies of all insurance policies. If any loss, damage, or destruction shall occur during the period Grantee holds title to the Property subject to the conditions set forth herein, Grantor shall have the option of (i) reclaiming title to the Property with an assignment by Grantee of all the insurance proceeds, or (ii) allowing title to remain in Grantee as herein set forth, with the insurance proceeds held in trust by Grantee and promptly used by Grantee for the purpose of repairing or replacing the improvements to their former condition with equivalent or more suitable improvements.

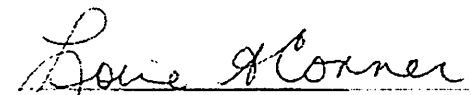
ACCEPTANCE BY GRANTOR this 3rd day of December 2020:


Jeff Hensley, Hensleys Holdings, LLC.

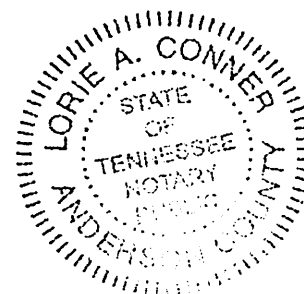
STATE OF TENNESSEE
COUNTY OF ANDERSON

Before me, Lorie A. Conner, a Notary Public in and for the state and county aforesaid, personally appeared Jeff Hensley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the authorized signatory of HENSLEY HOLDINGS, LLC, the within authorize, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the names of the limited liability company by Jeff Hensley as authorized signatory.

Witness my hand and official seal at office this 3rd day of December, 2020.


NOTARY PUBLIC

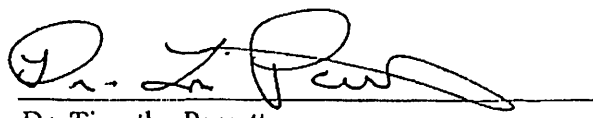
My Commission Expires: March 28, 2022




21-0076

ACCEPTANCE OF QUITCLAIM DEED BY GRANTEE:

The Anderson County Board of Education hereby accepts this deed and thereby accepts and agrees to all the terms, covenants, conditions, and restrictions contained therein this 3rd day of December 2020.



Dr. Timothy Parrott
Anderson County Director of Schools



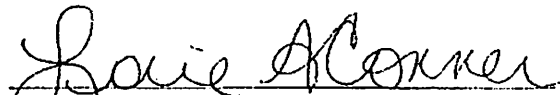
Dr. John S. Burrell
Chairman, Anderson County Board of Education

STATE OF TENNESSEE

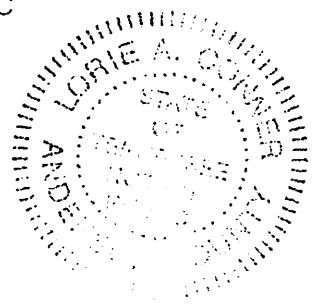
COUNTY OF ANDERSON

Before me, Lorie A Conner, a Notary Public in and for the state and county aforesaid, personally appeared Dr. TIMOTHY PARROTT, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged TIMOTHY PARROTT to be the Director of Schools for Anderson County, Tennessee, and Dr. JOHN S. BURRELL, whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged DR. JOHN S. BURRELL to be the chairman of the ANDERSON COUNTY BOARD OF EDUCATION, being authorized so to do, executed to foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office this the 3rd day of December, 2020.


NOTARY PUBLIC

My Commission Expires: March 28, 2022



21-0076

EXHIBIT 1

21-0076

COPY

BK/PG: 1688/1161-1160
18008635

10 PGS:AL-QUIT CLAIM
TIFFANY BATCH: 149335
10/01/2018 - 01:26 PM

VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	0.00
DP FEE	0.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	0.00

STATE OF TENNESSEE, ANDERSON COUNTY
TIM SHELTON
REGISTER OF DEEDS

Responsible Taxpayer and Notices: *owner*
Anderson County
Board of Education
101 S. Main St., Suite 500
Clinton, TN. 37716
PROPERTY IS TAX EXEMPT

This Instrument Prepared By:
Office of the County Law Director
Anderson County, TN
101 South Main Street, Suite 310
Clinton, TN 37716



Map: 031; Ctrl. Map: 031; Parcel: 095.00

AMENDED QUITCLAIM DEED WITH REVERSION

This AMENDED QUITCLAIM DEED is made this 1st day of October, 2018, by and between HENSLEY HOLDINGS, LLC, hereinafter referred to as "Grantor", and the ANDERSON COUNTY BOARD OF EDUCATION, hereinafter referred to as "Grantee."

WITNESSETH

WHEREAS, this indenture amends the original QUITCLAIM DEED WITH REVERSION between the parties dated the 29th day of September, 2016 and recorded in the Anderson County Register of Deeds' Office on that same date in Book 1646 at Page 2099-2102 by extending the term until September 30, 2020; adding an Option to Extend this conveyance for an additional six (6) months and eliminating a secondary building thereby reducing the total square footage of the property originally conveyed by 4,506.32 square feet. (Exhibit 1- Original Quitclaim Deed with Reversion);

WHEREAS, Grantor has agreed to quitclaim the property herein described to Grantee for the sole purpose of allowing Grantee to lease the premises to the State of Tennessee Board of Regents for an additional period of two (2) years with an Option to Extend for an additional six (6) months provided Grantor's written authorization is obtained prior to the expiration of the additional two (2) year period;

WHEREAS, Grantee, has accepted the offer from Grantor, by ratification of the Anderson County School Board;

WHEREAS, Grantee has agreed to pay Grantor a total sum equal to \$3.00 per square foot (22,703 sq. ft.) equaling \$68,109 per annum, or \$5,675.76 per month for usage of the property.

NOW, THEREFORE, for and in consideration of the foregoing mutual covenants and of the observance and performance by Grantee of the revision, covenants, conditions, and restrictions hereinafter contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor has remised, released, and quitclaimed, and by these presents does remise,

release, and quitclaim to the said Grantee a portion its right, title, and interest that the said Grantor has in and to the following described property (the "Property") for a period of two (2) years, reserving such rights to Grantor as may be hereinafter expressed:

SITUATED in the District No. One (1) of Anderson County, Tennessee, and being more particularly described as follows:

BEGINNING at a breakpoint on the Northwest corner of the building facing State Highway 61, thence traveling North 43 deg. 15min. 26 sec. East, for a distance of 49.85 feet to a breakpoint, which for reference is said point of beginning. Thence traveling: North 43 deg. 15 min. 26 sec. East, for a distance of 191.21 feet to a breakpoint; thence South 46 deg. 4 min. 34 sec. East, for a distance of 150.14 feet to a breakpoint; thence, South 43 deg. 15 min. 26 sec. West, for a distance of 151.22 to a breakpoint; thence North 46 deg. 44 min 34 sec. West, for a distance of 37.47 feet to a breakpoint; thence, South 43 deg. 15 min. 26 sec. West, for a distance of 40.00 feet to a breakpoint; thence, North 46 deg. 44min. 34 sec. West, for a distance of 39.99 feet to a breakpoint; thence, North 46 deg. 44 min. 34 sec. West, for a distance of 72.68 feet to a breakpoint, which for reference is back to said point of beginning. Total surveyed square footage is 27,209.44; however, a secondary building consisting of more or less 4506.32 square feet contained in the Original Quitclaim Deed with Reversion dated September 29, 2016 is NOT included in this conveyance and will remain in possession of Grantor. The remaining 22,703.12 is subject to this conveyance. (Exhibit 2- Diagram of Space Eliminated)

This property is a portion of the property survey by George A. McGrew, Jr., RLS #1341, 353 Cullom Street, Clinton, TN 37716 dated July 29, 2016, bearing drawing #MKV-4193B, and containing 3.99 acres, more or less.

BEING a portion of the property conveyed to HENSLEY HOLDINGS, LLC, by Quitclaim Deed dated September 10, 2002, from DARRELL W. HENSLEY and wife, Christine L. Hensley. Said deed was received for record on September 16, 2002 at 8:30 a.m., Receipt No.: 194577, and recorded in Book 1292, Pages 197-199, in the Register of Deeds Office for Anderson County, Tennessee.

This description was provided to the preparer of this Deed, and the preparer makes no warranty or representation as to the accuracy of said description.

This deed was made without benefit of title search, and the preparer of this Deed makes no representations as to the status of the title of the herein described property.

The above described premises are quitclaimed subject to any and all existing rights of way, easements, covenants, restrictions, reservations, conditions, agreements and encumbrances, whether or not the same appear of record.

TO HAVE AND TO HOLD, the foregoing described Property for a period of two (2) years with an additional Option to Extend for six (6) months. This deed is made and accepted upon each of the following conditions, which shall be binding upon and enforceable against Grantee, its successor and assigns and each of them as follows:

1. That for a period of two (2) years, or within the additional Option to Extend for an additional six (6) months, from and after the date of this deed, the Property shall be utilized solely and continuously for educational purposes.

2. That during the aforesaid two (2) years, or within the additional Option to Extend for six (6) months, Grantee will not resell, lease, mortgage, encumber, or otherwise dispose of the Property or any part thereof or interest therein without the express, prior written consent of Grantor. However, Grantor expressly agrees that Grantee may lease space contained herein to the Tennessee Board of Regents for educational purposes only.

3. That on September 30, 2020, title to the Property shall automatically revert to Grantor, which reversion shall be self-operative, provided the six (6) month additional Option to Extend is not exercised and approved in writing by the parties. If necessary to perfect Grantor's title, Grantee agrees to execute an appropriate instrument re-conveying the Property to Grantor.

In the event of a breach of any of the conditions set forth above, whether caused by the legal or other inability of Grantee, or its successors and assigns, to perform any of the obligations herein set forth, Grantee, and its successors and assigns, shall forfeit all right, title, and interest in and to the Property and in and to any and all of the tenements, hereditaments, and appurtenances thereunto belonging, and the title to the Property, and to cause all right, title, and interest in and to the Property to revert to Grantor. The failure of Grantor or its successors or assigns to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver of or a relinquishment of the future performance of any of said conditions, but the obligations of Grantee with respect to such future performance shall continue in full force and effect.

Grantee, by the acceptance of this deed, covenants and agrees for itself and its successors and assigns that until such time as title to the Property reverts to Grantor, Grantee shall provide protection and maintenance of the Property at all times.

By the acceptance of this Deed, Grantee further covenants and agrees to maintain liability insurance, and to cause all the improvements upon the Property to be insured for their full replacement value against all losses, damage, or destruction. Grantor shall be an additional insured on and shall be furnished with copies of all insurance policies. If any loss, damage, or destruction shall occur during the period Grantee holds title to the Property subject to the conditions set forth herein, Grantor shall have the option of (i) reclaiming title to the Property with an assignment by Grantee of all the insurance proceeds, or (ii) allowing title to remain in Grantee as herein set forth,

with the insurance proceeds held in trust by Grantee and promptly used by Grantee for the purpose of repairing or replacing the improvements to their former condition with equivalent or more suitable improvements.

APPROVAL BY GRANTOR:

Jeff Hensley
Jeff Hensley, Hensleys Holdings, LLC.

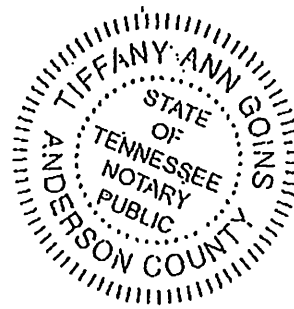
STATE OF TENNESSEE
COUNTY OF ANDERSON

Before me, Tiffany Ann Goins, a Notary Public in and for the state and county aforesaid, personally appeared Jeff Hensley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the authorized signatory of HENSLEY HOLDINGS, LLC, the within authorize, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the names of the limited liability company by Jeff Hensley as authorized signatory.

Witness my hand and official seal at office this the 15th day of October, 2018.

Tiffany Ann Goins
NOTARY PUBLIC

My Commission Expires: 8/25/20



ACCEPTANCE OF QUITCLAIM DEED BY GRANTEE:

The Anderson County Board of Education hereby accepts this deed and thereby accepts and agrees to all the terms, covenants, conditions, and restrictions contained therein.

Dr. Timothy Parrott

Dr. Timothy Parrott
Anderson County Director of Schools

Dr. John S. Burrell

Dr. John S. Burrell
Chairman, Anderson County Board of Education

STATE OF TENNESSEE

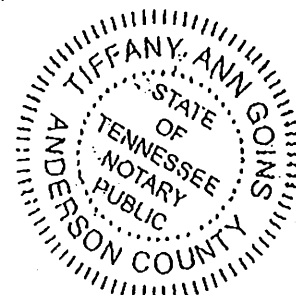
COUNTY OF ANDERSON

Before me, Tiffany Ann Goins, a Notary Public in and for the state and county aforesaid, personally appeared Dr. TIMOTHY PARROTT, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged TIMOTHY PARROTT to be the Director of Schools for Anderson County, Tennessee, and Dr. JOHN S. BURRELL, whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged DR. JOHN S. BURRELL to be the chairman of the ANDERSON COUNTY BOARD OF EDUCATION, being authorized so to do, executed to foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office this the 30th day of September, 2018.

Tiffany Ann Goins
NOTARY PUBLIC

My Commission Expires: 8/25/20



21-0076

EXHIBIT 2

16008322



POSSIBLE CLERK
 TM BATCH: 129127
 09/29/2016 - 02:42 PM
 VALUE 0.00
 MORTGAGE TAX 0.00
 TRANSFER TAX 0.00
 RECORDING FEE 0.00
 DP FEE 0.00
 REGISTER'S FEE 0.00
 TOTAL AMOUNT 0.00
 STATE OF TENNESSEE, ANDERSON COUNTY
 TIM SHELTON
 REGISTER OF DEEDS

21-0076

THIS INSTRUMENT PREPARED BY:

SAL W. VANSALONA
 Attorney at Law
 P. O. Box 398
 Clinton, Tennessee 37717
 (865) 463-6010

Map: 031

Parcel: 095.00

QUITCLAIM DEED WITH REVERSION

This Indenture is made this 29th day of September, 2016, by and between HENSLEY HOLDINGS, LLC, hereinafter referred to as "Grantor", and the ANDERSON COUNTY BOARD OF EDUCATION, hereinafter referred to as "Grantee."

WITNESSETH

WHEREAS, Grantor has agreed to quitclaim the property herein described to Grantee for the sole purpose of allowing Grantee to lease the premises to the State of Tennessee Board of Regents for a period of two (2) years.

WHEREAS, Grantee, has accepted the offer for Grantor, by ratification of the Anderson County School Board.

NOW, THEREFORE, for and in consideration of the foregoing and of the observance and performance by Grantee of the reversion, covenants, conditions, and restrictions hereinafter contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor has remised, released, and quitclaimed, and by these presents does remise, release, and quitclaim to the said Grantee all right, title, and interest that the said Grantor has in and to the following described property (the "Property") for a period of two years, reserving such rights to Grantor as may be hereinafter expressed:

SITUATED in the District No. One (1) of Anderson County, Tennessee, and being more particularly described as follows:

BEGINNING at a breakpoint on the Northwest corner of the building facing State Highway 61, thence traveling North 43 deg. 15 min. 26 sec. East, for a distance of 49.85 feet to a breakpoint, which for reference is said point of beginning. Thence traveling: North 43 deg. 15 min. 26 sec. East, for a distance of 191.21 feet to a breakpoint; thence, South 46 deg. 44 min. 34 sec. East, for a distance of 150.14 feet to a breakpoint; thence, South 43 deg. 15 min. 26 sec. West, for a distance of 151.22 feet to a breakpoint; thence, North 46 deg. 44 min 34 sec. West, for a distance of 37.47 feet to a breakpoint; thence, South 43 deg. 15 min. 26 sec. West, for a distance of 40.00 feet to a breakpoint; thence, North 46 deg. 44 min. 34 sec. West, for a distance of 39.99 feet to a breakpoint; thence, North 46 deg. 44 min. 34 sec. West, for a distance of 72.68 feet to a breakpoint, which for reference is back to said point of beginning. Said square footage containing 27,209.44 more or less, and being a portion of the property surveyed by George A. McGrew, Jr., RLS # 1341, 353 Cullom Street, Clinton, TN 37716 dated July 29, 2016, bearing drawing # MKV-4193B, and containing 3.99 acres, more or less.

BEING a portion of the property conveyed to HENSLEY HOLDINGS, LLC, by Quitclaim Deed dated September 10, 2002, from DARRILL W. HENSLEY, and Wife, CHRISTINE L. HENSLEY. Said deed was received for record on September 16, 2002 at 8:30 a.m., Receipt No.: 194577, and recorded in Book 1292, Pages 197-199, in the Register of Deeds Office for Anderson County, Tennessee.

Exhibit 2

This description was provided to the preparer of this Deed, and preparer makes no warranty or representation as to the accuracy of said description.

This Deed was made without benefit of title search, and the preparer of this Deed makes no representations as to the status of the title of the herein described property.

The above described premises are quitclaimed subject to any and all existing rights of way, easements, covenants, restrictions, reservations, conditions, agreements and encumbrances, whether or not the same appear of record.

TO HAVE AND TO HOLD, the foregoing described Property for a period of two years. This deed is made and accepted upon each of the following conditions, which shall be binding upon and enforceable against Grantee, its successors and assigns, and each of them as follows:

1. That for a period of two (2) years from and after the date of this deed, the Property shall be utilized solely and continuously for educational purposes.
2. That during the aforesaid period of two (2) years, Grantee will not resell, lease, mortgage, encumber, or otherwise dispose of the Property or any part thereof or interest therein without the express, prior written consent of Grantor.
3. That on September 30, 2018, title to the Property shall automatically revert to Grantor, which reversion shall be self-operative. If necessary to perfect Grantor's title, Grantee will execute an appropriate instrument re-convey the Property to Grantor.

In the event of a breach of any of the conditions set forth above, whether caused by the legal or other inability of Grantee, or its successors and assigns, to perform any of the obligations herein set forth, Grantee, and its successors and assigns, shall forfeit all right, title, and interest in and to the Property and in and to any and all of the tenements, hereditaments, and appurtenances thereunto belonging, and the title to the Property shall automatically revert to Grantor. In addition, Grantor and its successors and assigns will, at its option, have an immediate right of reentry upon the Property, and to cause all right, title, and interest in and to the Property to revert to Grantor. The failure of Grantor or its successors or assigns to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver of or a relinquishment of the future performance of any of said conditions, but the obligations of Grantee with respect to such future performance shall continue in full force and effect.

Grantee, by the acceptance of this deed, covenants and agrees for itself and its successors and assigns that until such time as title to the Property reverts to Grantor, Grantee shall provide protection and maintenance of the Property at all times.

By the acceptance of this Deed, Grantee further covenants and agrees to maintain liability insurance, and to cause all of the improvements upon the Property to be insured for their full replacement value against all losses, damage, or destruction. Grantor shall be an additional insured on and shall be furnished with copies of all insurance policies. If any loss, damage, or destruction shall occur during the period Grantee holds title to the Property subject to the conditions set forth herein, Grantor shall have the option of (I) reclaiming title to the Property with an assignment by Grantee of all of the insurance proceeds, or (II) allowing title to remain in Grantee as herein set forth, with the insurance proceeds held in trust by Grantee and promptly used by Grantee for the purpose of repairing or replacing the improvements to their former condition with equivalent or more suitable improvements.

Exhibit 2

Jeff Heasley
HENSLEY HOLDINGS, LLC

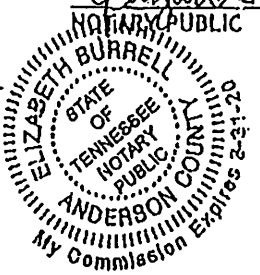
STATE OF TENNESSEE]
COUNTY OF ANDERSON]

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Jeff Heasley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the authorized secretary of HENSLEY HOLDINGS, LLC, the within named bargainor, a limited liability company, and that he, as such authorize, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by Jeff Heasley authorized signatory

Witness my hand and official seal at office this the 29th day of September, 2016.

Elizabeth Burrell
NOTARY PUBLIC

My Commission Expires: 3-31-2020

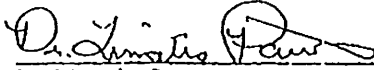


Owner & Responsible Taxpayer:
Anderson County Board of Education
101 S. Main St.
Clinton, TN 37716

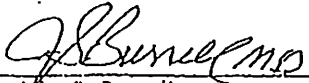
Exhibit 2

ACCEPTANCE OF QUITCLAIM DEED

The Anderson County Board of Education hereby accepts this deed and thereby accepts and agrees to all the terms, covenants, conditions, and restrictions contained therein.



Dr. Timothy Parrott
Anderson County Director of Schools



Dr. John S. Burrell
Chairman, Anderson County Board of Education

STATE OF TENNESSEE)
COUNTY OF ANDERSON)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared DR. TIMOTHY PARROTT, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged TIMOTHY PARROTT to be the Director of Schools for ANDERSON COUNTY, TENNESSEE, and DR. JOHN S. BURRELL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged DR. JOHN S. BURRELL to be Chairman of the ANDERSON COUNTY BOARD OF EDUCATION, being authorized so to do, executed the foregoing Instrument for the purposes therein contained.

Witness my hand and official seal at office this the 21st day of September, 2016.

My Commission Expires: 3-31-2020

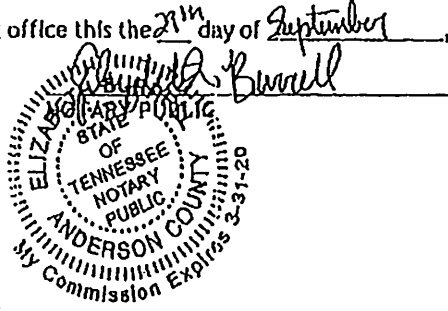


Exhibit 2

21-0076

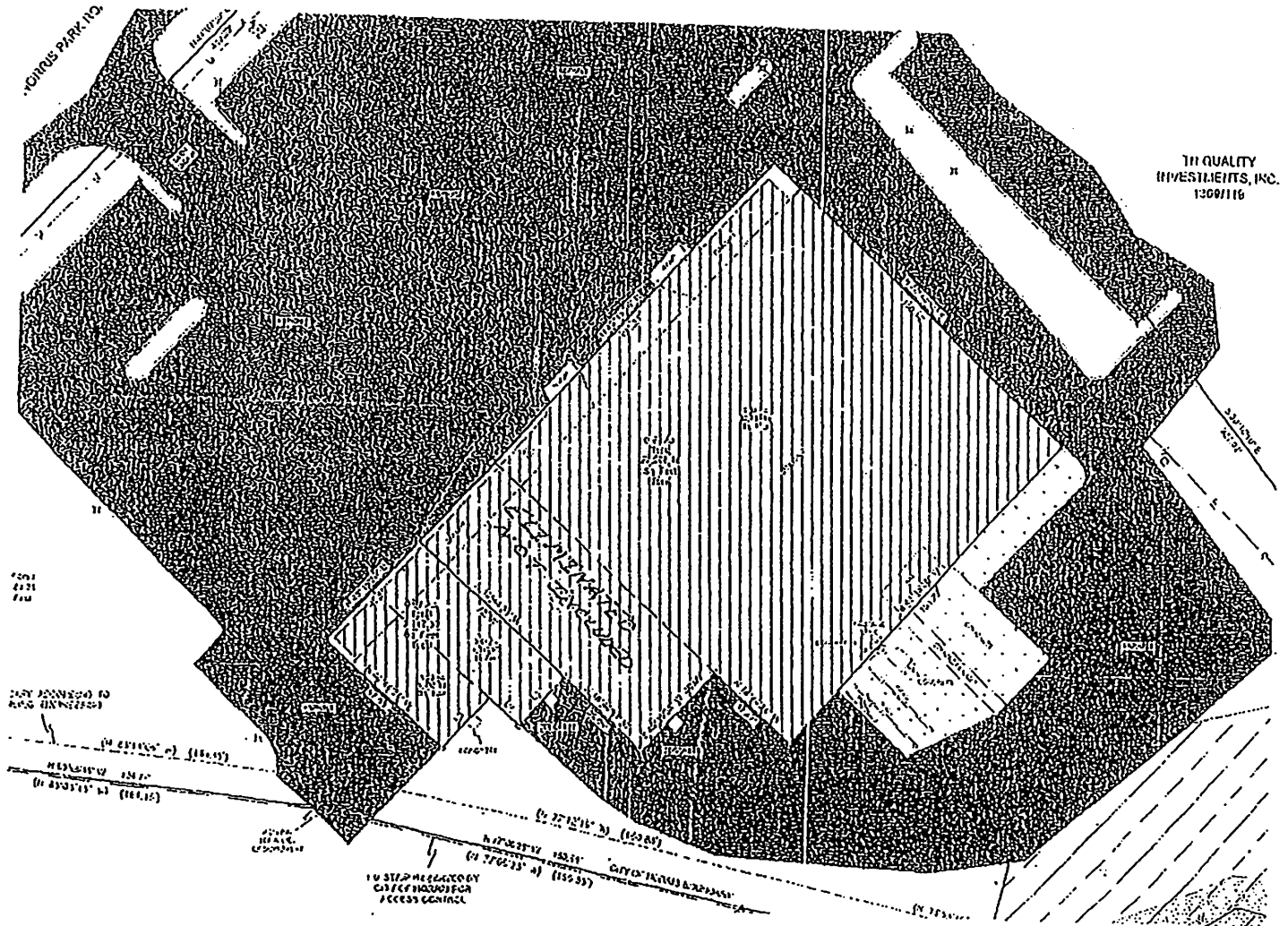


Exhibit 2

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

101 South Main Street, Suite 310
CLINTON, TENNESSEE 37716

N. JAY YEAGER
Law Director

TELEPHONE: (865) 457-6290
FACSIMILE: (865) 457-3775
Email: jyeager@aclawdirector.com

December 9, 2020

Katherine Ajmeri
Deputy Purchasing Agent
100 N. Main St.
Clinton, TN 37716

RE: SecuraMax Service Contract; Pro-Vision Software Service and Hosting Agreement; Remote Deployment Agreement; End User Terms and Conditions; and Uploader License – Sheriff's Office

Dear Katherine:

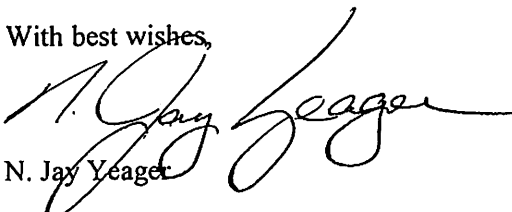
Pursuant to your request dated December 7, 2020, I have reviewed the contract between Anderson County and SecuraMax/Pro-Vision for the Sheriff's Office. After review of these contracts, I am satisfied these documents meet the minimum standards for contract formation under Tennessee law. I did note several discrepancies, inconsistent with our general policy regarding contract requirements. Most notably:

1. The *Software Service and Hosting Agreement (Software Agreement)* contains an auto-renewal term (§ 4.1).
2. The *Software Agreement*, and the *End User Terms and Conditions Agreement (End User Agreement)* contain express choice of law, limitations on actions, and venue provisions that limit Anderson County's remedies to one year and apply Michigan law and Michigan venues.

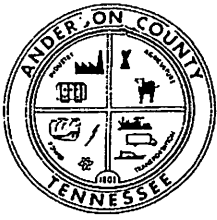
Also, generally, the agreements contain numerous unfavorable express disclaimers of warranties, limitations, and indemnity provisions which limit Anderson County's remedies and expose the County to additional liabilities for SecuraMax/Pro-Vision's actions or failures. The agreements provide that in the event of breach, Anderson Co. will lose access to stored data, and provide that the County will be liable for the whole contract amount as an early termination fee (i.e. acceleration clause).

Please review the above-noted discrepancies and let me know if I can provide further guidance.

With best wishes,


N. Jay Yeager

Enclosure: 26 pages



Royden Crocker
Anderson County Courthouse
100 North Main Street, Room 214
Clinton, Tennessee 37716-3617

Phone - (865) 457-6251
Fax - (865) 264-6252
Email - rcrocker@andersontn.org
Web - www.anderson-county.com

Memorandum

Date: December 7, 2020

To: Jay Yeager, Law Director

From: Royden Crocker

Subject: CONTRACT

- Pro-Vision
- Body and Vehicle Camera System
- Anderson County Sheriff
- Term: Five (5) Years From Installation Date

Please review the enclosed contract and approve to legal form. Thank you.

Approved By

Katherine Ajmeri
Katherine Ajmeri
Anderson County Deputy Purchasing Agent

- Budget code will
be on PO
- Vendor will not
provide liability
insurance

Contract No. 202012010348

SecuraMax™ SERVICE CONTRACT

This is a Service Contract (the "Service Contract") between Anderson County Government / Sheriff's Office ("LICENSEE") at 101 S. Main Street Ste 400 Clinton, TN 37716, Anderson County, TN and Pro-Vision Solutions, Inc., a Delaware limited liability company having its principal place of business at 8625-B Byron Commerce Drive SW, Byron Center, Michigan 49315, ("PRO-VISION"). This Service Contract provides a start date and term of agreement, the initial fee structure, identification of the services to be provided, and identification of the devices ("PRO-VISION Devices") for which the services are associated, wherein the identified services are to be provided under the terms and conditions specified herein and in a Software Service and Hosting Agreement to which the LICENSEE will agree to in order to use the Software Service as specified therein. This Service Contract is voidable at the sole option of PRO-VISION unless and until LICENSEE executes the Software Service and Hosting Agreement.

The undersigned representative of LICENSEE represents that he/she is authorized to enter into this Service Contract on behalf of the LICENSEE and hereby agrees to the following terms and conditions on behalf of the LICENSEE.

PRO-VISION and LICENSEE agree as follows:

LICENSEE will accept and be bound by the terms and conditions offered by PRO-VISION, which are set forth in the Software Service and Hosting Agreement. Each end user of LICENSEE will be required to agree to End User Terms and Conditions. Further, LICENSEE will need to agree to separate Uploader Licenses for the uploader software. The terms of deployment will be established in a separate Remote Deployment Agreement.

Various details referenced in the Software Service and Hosting Agreement are set forth below.

LICENSEE INFORMATION:

COMPANY / ORGANIZATION NAME: <u>Anderson County Government / Sheriff</u>		BUSINESS TAX ID (TIN/EIN/FEIN): <u>62-6000477</u>
CONTACT NAME: <u>Tyler Mayes</u>	CONTACT TITLE: <u>Director Admin. Svcs.</u>	
BILLING ADDRESS: <u>101 S. Main Street, Suite 400</u>		
CITY: <u>Clinton</u>	STATE: <u>TN</u>	ZIP: <u>37716</u>

Contract No. 202012010348

PRO-VISION DEVICE(S):

MODEL: **PV-DVR** QUANTITY: **33**

MODEL: QUANTITY:

RECURRING ITEMS:

Items listed in this section are billed on a recurring monthly basis.

PART NUMBER	PART DESCRIPTION	QUANTITY	MONTHLY UNIT PRICE	SUB TOTAL	SEE NOTE
SMX-5YR-100	SecuraMax-Standard 5 Year Plan [100GB]	33	43	1,419	
				0	
TOTAL				1,419	

FIXED COST ITEMS:

Items listed in this section have a one-time unit cost, monthly billing will not occur.

PART NUMBER	PART DESCRIPTION	QUANTITY	UNIT PRICE	SUB TOTAL	SEE NOTE
				0	
				0	
				0	
TOTAL				0	

The above fees are subject to change. Although monthly fees are listed above, LICENSEE will be responsible for payment of such fees for the entire Subscription Term and, in the event of early termination, the full amount of fees remaining shall become immediately due and payable. Fee payment will be made monthly by LICENSEE by ACH or credit card only. Terms and conditions as to how the monthly fees are to be paid are set forth in the Software Service and Hosting Agreement to which LICENSEE hereby acknowledges and agrees. All capitalized terms not otherwise defined in this Agreement shall have the meanings attributed to them in the Software Service and Hosting Agreement.

As set forth in the Software Service and Hosting Agreement, LICENSEE will be charged for data storage overages at the then-existing rates.

By applying our signatures below, we hereby accept the terms and conditions set forth above.

PRO-VISION:

SIGNATURE

NAME

DATE

LICENSEE:


SIGNATURE

Russell Barker, Sheriff
NAME

December 3, 2020
DATE

APPROVED AS TO LEGAL FORM
 N. Jay Yeager
 Anderson County Law Director

SOFTWARE SERVICE AND HOSTING AGREEMENT

This is a Software Service and Hosting Agreement (the "Agreement") under which LICENSEE may use the Software Service. This Agreement supplements the terms set forth in a previously-agreed upon Service Contract, Number _____ between LICENSEE and PRO-VISION ("the Service Contract"), including any Protection Plan listed in the Service Contract ("Protection Plan").

By clicking ACCEPT, you represent that you are authorized to enter into this Agreement on behalf of the Licensee "LICENSEE" listed in the Licensee field of the Service Contract and hereby agree to the following terms and conditions of use of this website ("Software Service") of behalf of the LICENSEE. The licensor of this website is Pro-Vision Solutions, LLC., a Delaware limited liability Company having its principal place of business at 8625-B Byron Commerce Drive SW, Byron Center, Michigan 49315, ("PRO-VISION").

PRO-VISION and LICENSEE agree as follows:

1. DEFINITIONS

1.1 "Documentation" means all generally available printed and electronic user and system documentation included in or accompanying an associated PRO-VISION camera and/or the Software Service, as updated from time-to-time by PRO-VISION.

1.2 "Intellectual Property" shall mean all PRO-VISION products related inventions (whether or not protected under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protected under copyright laws), Moral Rights, mask works, trademarks, trade names, trade dress, trade secrets, publicity rights, know-how, ideas (whether or not protected under trade secret laws), and all other subject matter protected under patent (or which is not patented, but is subject matter that is protected under patent law), copyright, moral right, mask work, trademark, trade secret, or other laws, including without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, processes, and methods of doing business. "Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country, or under any treaty.

1.3 "LICENSEE'S Data" is data originating from LICENSEE that is stored using the Software Service on behalf of LICENSEE, and includes media files such as text, videos, photos, and audio.

1.4 "PRO-VISION Device" means any device provided by PRO-VISION and listed in the Service Contract, from which the Software Service uploads LICENSEE'S Data, and any replacement of such device that is provided by PRO-VISION under PRO-VISION's Limited Warranty or the Protection Plan.

1.5 "Software Service" means the cloud-based computerized camera interface and media storage service (known as SecuraMax™) and related Documentation and any updates, corrections, enhancements or subsequent releases or versions thereto made available to LICENSEE by PRO-VISION under this Agreement.

1.6 "Start Date" shall mean the Start Date listed in Start Date field of the Service Contract.

1.7 "Subscription Term" shall mean the period of time beginning on the Start Date and ending after the number of years (3 or 5 years) set forth in the Subscription Term field of the Service Contract, unless renewed as provided in this Agreement.

1.8 "Trial Term" shall mean the length of the trial period and begins on the Start Date and ends after the period of time set forth in the Trial Term field (if any) of the Service Contract.

2. SOFTWARE SERVICE LICENSE

2.1 Grant of Software Service License. Subject to the terms and conditions of this Agreement and payment of the Software Service Fees, PRO-VISION grants and LICENSEE accepts a non-transferable, non-assignable, non-exclusive license to use the Software Service solely for its own purposes for the Term as set forth herein. LICENSEE shall be responsible for maintaining its computer equipment and Internet access needed so as to enjoy the Software Service.

2.2 License Restrictions.

- (a) LICENSEE will not lend, lease, sublicense, transfer, or otherwise distribute the Software Service to any third party;
- (b) Unless specifically agreed otherwise by PRO-VISION in writing, LICENSEE will not use the Software Service in any manner to provide computer services to third parties;
- (c) LICENSEE will not adapt, translate or otherwise create any program, documentation or other work that is based on or incorporates any part of the Software Service without the express written consent of PRO-VISION;
- (d) Except as may be permitted by law, LICENSEE will not reverse engineer the Software Service; and
- (e) LICENSEE will keep the Software Service free and clear of all liens, security interests and other encumbrances and will provide PRO-VISION with immediate notice of any lien, security interest or encumbrance affecting the Software Service.

2.3 Ownership.

- 2.3.1 **The Software Service.** PRO-VISION owns all right, title, and interest in and to the Software Service including all Intellectual Property rights therein. LICENSEE does not acquire any rights, express or implied, in the Software Service, other than those specified in this Agreement.
- 2.3.2 **LICENSEE'S Data.** LICENSEE shall own all right, title, and interest in and to LICENSEE'S Data. PRO-VISION does not acquire any rights, express or implied, in LICENSEE'S Data. LICENSEE is solely responsible for controlling access to LICENSEE'S Data and is solely responsible for deletion, modification, downloading, uploading, sharing, copying, moving, and management of LICENSEE'S Data. PRO-VISION does not view the content of LICENSEE'S Data

2.4 Storage and Access.

2.4.1 Location.

PRO-VISION may store LICENSEE'S Data at any location within the United States. LICENSEE agrees to allow PRO-VISION to transfer LICENSEE'S Data to third parties contracted by PRO-VISION for purposes of storage of LICENSEE'S Data.

2.4.2 Storage Space.

- (a) PRO-VISION agrees to provide the storage space set forth in the Service Contract for one-month periods in exchange for prepayment of the Software Service Fee applicable to the requested storage space and particular time period.
- (b) The requested storage space provided with each PRO-VISION Device may be pooled with the requested storage space for all PRO-VISION Devices. However, such storage space may only be used for data uploaded from such PRO-VISION Devices. All other forms of LICENSEE'S Data that is stored is considered to be stored in excess storage, which will be subject to an additional charge at PRO-VISION's then prevailing Storage Overage Fee per excess gigabyte used.
- (c) Storage space used or required in excess of that set forth in the Service Contract for a particular time period (regardless of whether it is used to store data from PRO-VISION Devices) will result in an additional charge at PRO-VISION's then prevailing Storage Overage Fee per excess gigabyte used.

2.4.3 Download Limitations.

- (a) PRO-VISION agrees to allow data downloads (in gigabytes) set forth in the Service Contract by the LICENSEE for one-month periods in exchange for prepayment of the Software Service Fee applicable to the requested download limits and particular time period.
- (b) Data downloads used or required in excess of that set forth in the Service Contract for a particular time period will result in an additional charge at PRO-VISION's then prevailing Excess Data Download Fee per excess gigabyte downloaded.

2.4.4 **Access Rights.** Subject to any Suspension of Services per Section 3.4, during the Term of this Agreement, LICENSEE will have access and use of the Software Service for the storage and management of LICENSEE'S Data. Other than collecting usage statistics per Section 14, PRO-VISION will not access LICENSEE'S Data or view the content of LICENSEE'S Data. LICENSEE will be responsible for determining and managing access to LICENSEE'S Data. PRO-VISION will not disclose the content or existence of LICENSEE'S Data or any information about LICENSEE except as compelled by court order or otherwise required by law. PRO-VISION will attempt to provide advance notice of any compelled disclosure in an effort to permit LICENSEE opportunity to object to the court or administrative body.

2.4.5 **Data Security.** PRO-VISION will implement commercially reasonable and appropriate measures for securing and encrypting LICENSEE'S Data against unauthorized access. LICENSEE is responsible for maintaining security of end user's login credentials and security by the end users of LICENSEE'S Data. LICENSEE may not transfer or sublicense the log-in credentials to any other entity. Audit tracking is provided to track access to LICENSEE'S Data originating from PRO-VISION Devices based on log-in credentials. LICENSEE will contact PRO-VISION immediately if LICENSEE believes any third party has used LICENSEE'S account or accessed LICENSEE'S Data without authorization.

2.5 **Software Service Availability.** PRO-VISION shall use commercially reasonable efforts to make the Software Service generally available. PRO-VISION's Software Service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. PRO-VISION is not responsible for any delays, failures, or other damages resulting from such problems.

2.6 **Backup, Disaster Recovery, Bandwidth and Data Security.** Backup, disaster recovery, bandwidth and data security are provided by third parties referenced in Section 2.4 above. PRO-VISION takes no responsibility for backup, disaster recovery, bandwidth and data security.

3. FEES AND TAXES

3.1 Software Service Fee. LICENSEE shall pay PRO-VISION a monthly Software Service Fee in effect at the time of payment. The Software Service Fee includes the Data Plan Fee and the Protection Plan Fee (if applicable). Such monthly Software Service Fees are due in advance of the month in which the Software Service is desired. LICENSEE shall pay all Software Service Fees by electronic funds transfers through an automated clearinghouse ("ACH") or through pre-authorized credit card charges only, in accordance with the payment instructions PRO-VISION provides to LICENSEE. PRO-VISION will provide a notice via e-mail of the amount to be withdrawn through ACH or charged via credit card five (5) days in advance of the withdrawal/charge. PRO-VISION may change the amount of the Software Service Fee at any time during the Subscription Term, including, without limitation, by changing the amount of a component of the Software Service Fee or by adding or removing a component, in PRO-VISION's reasonable discretion.

3.2 Storage Overage Fees. Storage Overage Fees will be charged in the next month following the month in which the overage occurred.

3.3 Additional PRO-VISION Devices. LICENSEE may add additional PRO-VISION Devices during the Term of this Agreement. However, any additional PRO-VISION Devices may be added only upon LICENSEE entering into a new Service Contract and an associated new Software Service and Hosting Agreement.

3.4 Suspension of Service. In addition to any other rights and remedies, PRO-VISION reserves the right to suspend the Software Service provided to the LICENSEE, including the right to access LICENSEE'S Data, under any one or more of the following conditions:

- (a) if Licensee is in breach of this Agreement, including if LICENSEE's account is five (5) days or more overdue (except with respect to charges then under reasonable and good faith dispute);
- (b) if any security risk is created by LICENSEE's use of the Software Service;
- (c) if LICENSEE's use of the Software Service creates or threatens to create any adverse effect on the Software Service or any use or data of any other licensee of the Software Service;
- (d) if PRO-VISION may be exposed to liability through LICENSEE's use of the Software Service; or
- (e) if LICENSEE becomes subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

In the event that the Software Service is suspended due to any condition stated in (a) above, PRO-VISION will maintain the suspension until such time that all delinquent amounts are paid in full, LICENSEE'S breach is cured or the Software Service is otherwise terminated. LICENSEE will remain liable for payment of the Software Service Fees throughout the duration of the suspension of services. LICENSEE'S Data will not be deleted as a result of the suspension of services. However, per Section 4.2, PRO-VISION may terminate this Agreement at which point LICENSEE'S Data may be deleted 60 days following written notice of termination.

3.5 Taxes and Other Charges. LICENSEE will be responsible for the amount of any and all sales, use, ad valorem, personal property, excise, other taxes or governmental charges associated with this Agreement (excluding taxes in respect of PRO-VISION's income) and/or any other taxes due for LICENSEE's use or receipt of the Software Service or support, consulting and training services provided by PRO-VISION. Such amounts, and any other charges which LICENSEE has agreed to pay and are not otherwise specifically provided for herein shall be due to the appropriate governmental authority upon payment or receipt of PRO-VISION's invoice. LICENSEE agrees that should any tax liability on the Software Service or other items included under this Agreement be established by any taxing unit, the LICENSEE agrees to pay such taxes arising out of this Agreement.

3.6 Late Payments. All amounts to be paid by LICENSEE hereunder shall be due and payable within the times prescribed. All payments not made by LICENSEE when due shall be subject to late charges of the lesser of (i) one and a half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. In addition, LICENSEE shall pay all of PRO-VISION's reasonable costs and attorneys' fees in any legal action to collect overdue amounts and/or enforce PRO-VISION's rights under this Agreement.

4. TERM AND TERMINATION

4.1 Term. The Term of this Agreement will be determined based upon the Start Date and will remain in effect throughout the Subscription Term (or the Trial Term, if applicable), unless earlier terminated as provided herein.

4.2 Termination

- (a) **Termination with Cause.** Either party may terminate this Agreement for cause: (i) Upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. A "material breach" by LICENSEE includes, without limitation, a violation by LICENSEE of any term of the End User Terms and Conditions.

- (b) **Termination upon Sale of PRO-VISION Device.** PRO-VISION will have the right to terminate this Agreement if LICENSEE sells any PRO-VISION Device that uses the Software Service.
- (c) **Early Termination.** In the event LICENSEE terminates this agreement without cause prior to the completion of the Subscription Term or any Renewal Term, LICENSEE must immediately pay PRO-VISION all unpaid invoices and interest and an amount equal to 100% the Software Services Fees in effect multiplied times the number of months remaining in the Subscription Term immediately prior to such termination.

4.3 Effect of Termination. Termination of this Agreement or any Software Service license will not limit either party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve LICENSEE of its obligation to pay all fees and charges that have accrued or are otherwise owed by LICENSEE under this Agreement. Termination of this Agreement will terminate any Support Services and will immediately terminate LICENSEE'S right to access LICENSEE'S Data other than for purposes of download per Section 4.5 below.

4.4 Outstanding Fees. Termination shall not relieve LICENSEE of the obligation to pay any fees accrued or payable to PRO-VISION prior to the effective date of termination.

4.5 Return of LICENSEE Data. Except as otherwise provided in this Agreement, after termination of the Agreement by either party, and provided LICENSEE has paid all amounts due under this Agreement, then upon request by LICENSEE and payment of the then-applicable Transfer Fee (which may be found at www.SecuraMax.com), PRO-VISION will make available to LICENSEE a function that allows the LICENSEE to download LICENSEE'S Data for a period of ninety (90) days following termination. Otherwise, after ninety (90) days following termination, PRO-VISION shall have no obligation to maintain or provide access to any LICENSEE'S Data and may thereafter, unless prohibited by law, delete all LICENSEE'S Data in PRO-VISION's possession or under its control.

4.6 Survival. The rights and obligations of the parties contained in Sections 2.2 (License Restrictions), 2.3 (Ownership), 3 (Fees and Taxes), 4.3 (Effect of Termination), 4.5 (Return of LICENSEE Data), 7 (Confidential Information and Operational Data), 8.3 (Support Services Exclusions), 8.4 (Intellectual Property Ownership in Software Service), 8.5, 8.6, 10.1 (Warranty of Authority), 11 (Disclaimer), 12 (Indemnities), 13 (Limitation of Liability), and 15 (General Terms), together with all other provisions of this Agreement which by their nature are necessary or useful to effectuate their enforcement, will survive the termination of this Agreement or any other license for the Software Service.

5. DEPLOYMENT

5.1 Remote Deployment

Unless otherwise provided in the Service Contract or per Section 5.2 below, all deployment of the Software Service will be performed by remote assistance at no additional charge according to the terms and conditions set forth in a separate Remote Deployment Agreement. Provided the applicable Software Service Fee has been paid in advance by LICENSEE for the current month and provided that payment has been made for all PRO-VISION Devices, PRO-VISION will provide access to the Software Service to LICENSEE on or after the Start Date and will provide assistance setting up an account and helping LICENSEE to assign users as provided in the Remote Deployment Agreement

5.2 On-Site Deployment

PRO-VISION will not provide on-site deployment services unless requested by LICENSEE and agreed to in advance and upon LICENSEE'S payment of the agreed upon fees.

6. TRAINING SERVICES

PRO-VISION will provide reasonable training in the use of the Software Service remotely for free for the term of the Agreement. Any request for on-site training will be quoted to LICENSEE and fees mutually agreed upon at the time of LICENSEE'S request for such training services. Each party will be solely responsible for any expenses incurred by its personnel in connection with remote training. PRO-VISION may, at its sole discretion, choose to provide on-site training during the term of the agreement free of charge.

7. CONFIDENTIAL INFORMATION AND OPERATIONAL DATA

7.1 Definition. For the purposes of the Agreement, "Confidential Information" means: (a) the Software Service, Work Product, and other related technical information disclosed by PRO-VISION to LICENSEE; (b) LICENSEE'S Data; (c) any non-public business or technical information of PRO-VISION or LICENSEE, including but not limited to any information relating to PRO-VISION'S or LICENSEE'S product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how, that is designated by the disclosing party as "confidential" or "proprietary" at the time of disclosure, and, if orally disclosed, is reduced to writing by the disclosing party within thirty (30) days of such disclosure; or that ought reasonably be understood to be confidential by virtue of its nature or the circumstances of its disclosure and (c) terms of this Agreement (including, without limitation, the amount of fees or other charges specified under this Agreement).

7.2 Obligations. Each party will not use the other party's Confidential Information and will not disclose such Confidential Information to any third party except to employees and consultants as are reasonably required in connection with the exercise of its rights and performance of

its obligations under this Agreement, provided that such disclosure to employees or consultants is subject to binding use and disclosure restrictions at least as protective as those set forth herein. Each party will take all reasonable measures to maintain the confidentiality of all such Confidential Information in its possession or control, which will in no event, be less than the measures it uses to maintain the confidentiality of its own information of equal importance. Each party shall promptly notify the other party of any suspected or actual unauthorized disclosure of the other party's Confidential Information.

7.3 Compelled Disclosures. To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over a party, the party may disclose Confidential Information of the other party in accordance with such law or order or requirement, subject to the following conditions: As soon as possible after becoming aware of such law, order or requirement and prior to disclosing Confidential Information, the party will so notify the other party in writing and, if reasonable, provide the other party notice not less than five (5) business days prior to the required disclosure. The party that is the subject of the order or requirement will use reasonable efforts not to release Confidential Information, pending the outcome of any measures taken by the other party to contest, otherwise oppose or seek to limit such disclosure. Notwithstanding any such compelled disclosure, the disclosure will not otherwise affect the party's obligations hereunder with respect to Confidential Information so disclosed.

7.4 Exclusions. Confidential Information will not include information that (a) is in or enters the public domain through no fault or breach of this Agreement by the receiving party; (b) is known to the receiving party at the time of disclosure without an obligation of confidentiality; or (c) the receiving party rightfully receives from a third party without restriction on use or disclosure. It will be presumed that any Confidential Information in a party's possession is not within exceptions (b) or (c) above, and the burden will be upon the party asserting the exception to prove otherwise by records and documentation.

7.5 Non-Exclusive Equitable Remedy. Each party acknowledges and agrees that due to the unique nature of the Software Service and Confidential Information as defined herein, there can be no adequate remedy at law for any breach of its obligations hereunder, and therefore, that upon any such breach or any threat thereof, each party will be entitled to appropriate equitable relief from a court of competent jurisdiction in addition to whatever remedies either of them might have at law or equity.

8. SUPPORT SERVICES

8.1 PRO-VISION will provide Support Services for Software Service, which consist of the following:

8.1.1 Enhancements and Updates. PRO-VISION will implement any updates, corrections, and enhancements to the Software Service that PRO-VISION provides to its current customers generally without an additional charge. If PRO-VISION provides any update, correction or enhancement as a new Software Service for which it charges an additional fee, it will make such Software Service available to LICENSEE on the same terms as it offers other current customers for the Software Service.

8.1.2 Online/Telephone Support. PRO-VISION will provide reasonable online, telephone, or email support to assist LICENSEE in the identification, verification and resolution of problems associated with the Software Service in exchange for payment of PRO-VISION's Support Service Fees that are then in effect. Such support will be provided during PRO-VISION's normal business hours, excluding PRO-VISION's regularly scheduled holidays. PRO-VISION reserves the right to charge LICENSEE for any telephone call or email which in PRO-VISION's judgment, constitutes end-user training.

8.1.3 Program Corrections. If the Software Service does not perform substantially as described in the Documentation when used in the manner specified in the Documentation and if LICENSEE notifies PRO-VISION of the issue through PRO-VISION's online, telephone, or email support service, PRO-VISION will use its commercially reasonable efforts to resolve the issue.

8.2 Conditions to Support Services. LICENSEE acknowledges that PRO-VISION may provide the Support Services specified in this Section 8 for PRO-VISION's then prevailing Support Service Fees. If LICENSEE requests Support Services, LICENSEE will: (a) perform such procedures as may be described in the Documentation for the identification and resolution of problems; and (b) provide PRO-VISION with sufficient information and assistance to enable PRO-VISION to duplicate problems reported by LICENSEE, to determine whether the problem results from an error or other issue in the Software Service, and to confirm that the problem has been corrected. LICENSEE shall be solely responsible for all costs and fees associated with maintaining and updating hardware and software provided by other vendors. All Support Services are contingent on LICENSEE's payment of applicable Software Service Fees and PRO-VISION's then prevailing Support Service Fees.

8.3 Exclusions. Notwithstanding the foregoing, PRO-VISION shall have no obligations for Software Service problems caused by LICENSEE's negligence, abuse or misapplication, LICENSEE's use of Software Service other than as specified in the Documentation, or by other factors beyond the control of PRO-VISION. Services available under this Section do not include services set forth in Section 6 ("Training Services") or in Section 5 ("Deployment").

8.4 Intellectual Property Ownership in Software Service. LICENSEE and PRO-VISION agree that PRO-VISION shall be the exclusive owner of all right, title, and interest in and to all software, programming, tools, documentation, materials, and other Intellectual Property (collectively, the "Work Product") of any kind used, developed, or delivered by PRO-VISION to LICENSEE in connection with performing the Software Service, that such Work Product shall not constitute a work-made-for-hire under U.S. Copyright Law, and that PRO-VISION shall have the exclusive right to protect the Work Product by patent, copyright, or any other means. Such Work Product shall expressly exclude LICENSEE'S Data and LICENSEE Confidential Information. In the event, by operation of law or otherwise, LICENSEE is deemed to be the owner of all or any portion of the Intellectual Property rights in the Work Product, LICENSEE hereby assigns all such Intellectual Property rights to PRO-VISION and agrees to cooperate with PRO-VISION in confirming PRO-VISION's sole and exclusive ownership of the Work Product.

8.5 In consideration of the performance of any Support Services hereunder, LICENSEE will pay PRO-VISION the Support Service Fees that are then in effect. PRO-VISION shall have the right to immediately cease all performance of Support Services if LICENSEE fails to timely pay PRO-VISION as required hereunder.

8.6 LICENSEE will reimburse PRO-VISION for (i) travel and living expenses associated with on-site training and other Support Services, and (ii) any special or unusual expenses incurred at LICENSEE's specific request. Payment for all expenses to be reimbursed by LICENSEE under this Agreement will become due twenty (20) days after LICENSEE's receipt of PRO-VISION's itemized invoice, which PRO-VISION will prepare monthly, at PRO-VISION's option. LICENSEE should contact its PRO-VISION sales representative for details regarding any on-site support.

9. OTHER SUPPORT TERMS

9.1 In addition to the support and services described above, at LICENSEE's request and upon PRO-VISION's written agreement, PRO-VISION may also perform additional Support Services for LICENSEE to correct difficulties or defects caused by LICENSEE's errors, interactions with other software of LICENSEE, or any authorized changes or customizing made to the Software Service. Such additional Support Services may be provided in exchange for the Support Service Fees at PRO-VISION's then applicable rates.

10. LIMITED WARRANTIES

10.1 **Warranty of Authority.** Each party warrants to the other that it has sufficient rights to enter into this Agreement and to perform their respective obligations hereunder. LICENSEE further warrants:

- (a) that LICENSEE, as well as the agent accepting this Agreement, is legally authorized by the laws of its jurisdiction, or by any required resolution by its governing body, to enter into this Agreement and to perform all of LICENSEE'S obligations under this Agreement;
- (b) that LICENSEE is a U.S. person, as defined in 22 C.F.R. §120.15;
- (c) that LICENSEE is not an educational Institution;
- (d) that LICENSEE is a U.S. Government Entity (including a Federal Agency, a State/Local Entity or a Tribal Entity acting in its governmental capacity, where: a "Federal Agency" is a bureau, office, agency, department or other entity of the United States Government; "State/Local Entity" is
 - i. any agency of a state or local government in the United States,
 - ii. any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries, or
 - iii. the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, and the Northern Mariana Islands; and a "Tribal Entity" is a federally recognized tribal entity eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe, or, in Alaska, a Native village or Alaska Regional Native Corporation);
- (e) that LICENSEE has funds appropriated and available to pay for the Software Service Fees for the duration of the Term of this Agreement (the entire Trial Term and/or Subscription Term and any Renewal Terms agreed upon by not providing notice under Section 4.1);
- (f) that LICENSEE will only use the Software Service for essential governmental or proprietary purposes consistent with the scope of LICENSEE'S authority and that LICENSEE will not use the Software Service in a business or trade of any person or other entity, or for any personal use;
- (g) that LICENSEE shall be responsible for its end user's use of the Software Service including any and all activities performed under LICENSEE'S account including all use by LICENSEE'S employees and agents;
- (h) that LICENSEE shall be responsible for any breach of this Agreement by its end users including any and all of LICENSEE'S employees and agents;
- (i) that LICENSEE shall be responsible for any claims that the content of LICENSEE'S Data infringes or misappropriates any third party's rights;
- (j) that LICENSEE shall be responsible for any dispute between LICENSEE and any third party with respect to LICENSEE'S collection or use of LICENSEE'S Data;
- (k) that LICENSEE shall be responsible for any dispute between LICENSEE and any end user including any and all of LICENSEE'S employees and agents; and
- (l) that LICENSEE will acquire and maintain insurance coverage up to the amount allowed by all applicable laws and regulations that would cover any claims, liabilities, damages, losses, expenses and costs arising out of or related to any third-party claim in this Section 10.1.

LICENSEE further agrees to adhere to this Agreement and all laws, rules, regulations, and policies applicable to the use of the Software Service and the content of LICENSEE'S Data, and that all of LICENSEE's end users agree to the same. If LICENSEE becomes aware of any violation by an end user, LICENSEE will immediately terminate that end user's access to LICENSEE'S Data and the Software Service.

10.2 **Support Services Warranty.** PRO-VISION warrants that any Support Services performed by PRO-VISION under this Agreement will be performed in a manner consistent with generally accepted industry standards. This warranty will be valid for thirty (30) days from performance of the Support Services. As LICENSEE's exclusive remedy and PRO-VISION's entire liability for any breach of the foregoing warranty, PRO-VISION will, at its expense, use its commercially reasonable efforts to re-perform the Support Services to correct any defects therein.

11. DISCLAIMER

11.1 **PRO-VISION Services.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 10, THE SOFTWARE SERVICE, THE SUPPORT SERVICES AND ALL OTHER SERVICES PROVIDED HEREUNDER ARE PROVIDED TO LICENSEE "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. PRO-VISION EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION AND QUIET ENJOYMENT. PRO-VISION DOES NOT WARRANT THAT THE SOFTWARE SERVICE, THE SUPPORT SERVICES AND/OR ANY OTHER SERVICES PROVIDED HEREUNDER WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE SERVICE WILL BE CORRECTED. PRO-VISION DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE SERVICE IN TERMS OF ITS CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. LICENSEE ACKNOWLEDGES THAT IT WILL HAVE SOLE AND COMPLETE RESPONSIBILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN BY IT IN RELIANCE UPON THE SOFTWARE SERVICE. No employee or agent of PRO-VISION is authorized to make any different or additional warranties to LICENSEE and PRO-VISION will not be bound by any such purported warranties. The warranties provided by PRO-VISION are personal to LICENSEE and may not be extended to any third party. There are NO third party beneficiaries of PRO-VISION's obligations under this Agreement.

11.2 **Third Party Products and/or Services.** PRO-VISION MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED WITH REGARD TO ANY SOFTWARE, COMPUTER HARDWARE, DEVICES, OR SERVICES OF ANY NATURE OBTAINED FROM THIRD PARTIES (COLLECTIVELY, THE "THIRD PARTY ITEMS"). PRO-VISION EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE THIRD PARTY ITEMS. LICENSEE SHOULD CONSULT THE RESPECTIVE VENDORS/MANUFACTURERS OF THE THIRD PARTY ITEMS FOR WARRANTY AND PERFORMANCE INFORMATION. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED AS A WARRANTY, EITHER EXPRESS OR IMPLIED, BY PRO-VISION THAT WOULD EXPAND IN ANY WAY A VENDOR/MANUFACTURER'S STANDARD END-USER WARRANTY.

11.3 **LICENSEE Responsibilities.** LICENSEE ACKNOWLEDGES THAT IT HAS INSPECTED THE SOFTWARE SERVICE AND CONFIRMS BY ENTERING INTO THIS AGREEMENT THAT THE SOFTWARE SERVICE MEETS LICENSEE'S REQUIREMENTS. LICENSEE ACKNOWLEDGES AND ACCEPTS THAT PRO-VISION DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SERVICE WILL, IN FACT, MEET THE SPECIFIC NEEDS AND REQUIREMENTS OF LICENSEE. LICENSEE ASSUMES FULL RESPONSIBILITY FOR THE CHOICE AND ADEQUACY OF THE SOFTWARE SERVICE AND ACKNOWLEDGES THAT LICENSEE WILL BE EXCLUSIVELY RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT AND CONTROL OF ACCESS TO THE SOFTWARE SERVICE INCLUDING, BUT NOT LIMITED TO: (I) ASSURING PROPER MACHINE CONFIGURATION, AUDIT CONTROLS AND OPERATION METHODS; (II) IMPLEMENTING SUFFICIENT PROCEDURES AND CHECK POINTS TO SATISFY LICENSEE'S REQUIREMENTS FOR SECURITY AND ADEQUACY OF INPUT AND OUTPUT; (III) ASSURING LOGIN CREDENTIALS AND PASSWORDS ARE ESTABLISHED FOR EACH END USER AND THAT SUCH CREDENTIALS ARE NOT SHARED; AND (IV) ENSURING THAT LICENSEE'S USE OF THE SOFTWARE SERVICE MEETS ANY REQUIREMENTS OF ALL APPLICABLE LAWS. PRO-VISION WILL NOT BE RESPONSIBLE FOR ANY USE OF THE SOFTWARE SERVICE BY LICENSEE THAT DOES NOT COMPLY WITH APPLICABLE LAWS AND DISCLAIMS ANY RESPONSIBILITY FOR DATA CORRUPTION, LOSS, MODIFICATION, OR ERRORS EXISTING IN LICENSEE'S DATA PRIOR TO UPLOAD AS WELL AS ANY DATA CORRUPTION, LOSS, MODIFICATION, OR ERRORS EXISTING IN LICENSEE'S DATA AFTER ANY UPLOAD OR DOWNLOAD.

12. INDEMNITIES

12.1 **Infringement Indemnity.** PRO-VISION agrees to defend, indemnify and hold LICENSEE and its affiliates, subsidiaries, officers, directors, employees, and agents harmless from and against any and all claims, suits, proceedings, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees made against LICENSEE by third parties alleging that the Software Service infringes any patent or copyright or misappropriates a trade secret. LICENSEE shall provide PRO-VISION with prompt written notice of such claim and with information, reasonable assistance, and sole authority to defend or settle the claim. In the defense or settlement of the claim, PRO-VISION may obtain for LICENSEE the right to continue using the Software Service, replace or modify the Software Service so that it becomes non-infringing, without loss of substantial functionality, or, if such remedies are not reasonably available, terminate LICENSEE's right with respect to the infringing Software Service and refund to LICENSEE the Software Service Fees paid, prorated over the payment period in the event of an injunction. PRO-VISION will have no liability and shall not provide such indemnification if the alleged infringement is based on (a) the combination, use or operation of the Software Service with software, equipment or devices not provided by PRO-VISION, if such a claim would have been avoided but for such combination; (b) the use of the Software Service other than in accordance with the Documentation; (c) the use of the Software Service after notice of the alleged or actual infringement from PRO-VISION or any appropriate authority; or (d) a matter which is the subject of indemnification by LICENSEE under Section 12.2. THE FOREGOING STATES LICENSEE'S SOLE AND EXCLUSIVE REMEDIES, AND PRO-VISION'S ENTIRE LIABILITY, FOR INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

12.2 **Indemnification by LICENSEE.** [INTENTIONALLY LEFT BLANK]

13. LIMITATION OF LIABILITY

13.1 **Exclusion of Damages.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN NO EVENT WILL PRO-VISION OR ITS AFFILIATES, SUBSIDIARIES, AGENTS, AND THIRD PARTY SUPPLIERS (INCLUDING ANY THIRD PARTY USED TO STORE LICENSEE'S DATA) BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE ANY SOFTWARE SERVICE OR ANY SERVICES PROVIDED HEREUNDER FOR ANY PERIOD OF TIME (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUES OR LOSS OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, PRO-VISION AND ITS

AFFILIATES, SUBSIDIARIES, AGENTS, AND THIRD PARTY SUPPLIERS (INCLUDING ANY THIRD PARTY USED TO STORE LICENSEE'S DATA) WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES ARISING FROM: (1) ANY UNAUTHORIZED ACCESS TO LICENSEE'S DATA; (2) ANY MODIFICATION, DELETION, DAMAGE, OR OTHER LOSS OF LICENSEE'S DATA; (3) FAILURE TO PROPERLY STORE LICENSEE'S DATA; (4) FAILURE TO PROPERLY IDENTIFY LICENSEE'S DATA; (5) SUSPENSION OR TERMINATION OF THE SOFTWARE SERVICE; (6) LICENSEE'S USE OF THE SOFTWARE SERVICE; (7) THIRD PARTY CLAIMS PERTAINING TO EXISTENCE, NON-EXISTENCE, DELETION, AND/OR MODIFICATION OF LICENSEE'S DATA; OR (8) DISCONTINUANCE OF ANY PORTION OF THE SOFTWARE SERVICE.

13.2 **Total Liability.** EXCEPT FOR PRO-VISION'S INFRINGEMENT OBLIGATIONS SET FORTH IN SECTION 12.1 AND CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 7, THE TOTAL LIABILITY OF PRO-VISION AND ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, AGENTS AND SUPPLIERS TO LICENSEE OR ANY THIRD PARTIES (INCLUDING ANY THIRD PARTY USED TO STORE LICENSEE'S DATA) ARISING FROM THE SOFTWARE SERVICE, SERVICES OR THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) WILL IN NO EVENT EXCEED IN THE AGGREGATE THE AMOUNTS PAID BY LICENSEE FOR THE SOFTWARE SERVICE OR SERVICES TO WHICH THE CLAIM RELATES PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.

13.3 **Third Party Claims.** In the event of litigation involving a third party arising out of or related to any loss, destruction, defect, spoliation, or failure to provide any data held, stored, secured, maintained, or controlled by Pro-Vision, against Anderson County or any of its departments or offices, Pro-Vision agrees to reasonably cooperate and assist Anderson County in any such litigation. Such assistance may include, but is not limited to, consultation services and the provision of expert witnesses, upon the request of Anderson County.

13.4 **Allocation of Risk.** The provisions of this Agreement allocate the risks between PRO-VISION and LICENSEE. PRO-VISION's pricing reflects this allocation of risk and the limitation of liability specified herein. The parties have agreed that the limitations specified in this Section 13 (Limitation of Liability) will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

14. LICENSEE USAGE STATISTICS

To help enable PRO-VISION to provide and improve its Software Service, LICENSEE hereby agrees to allow PRO-VISION to acquire and use LICENSEE's usage statistics including cloud storage space used, frequency of uploads, amount of data downloaded, amount of storage consumed by any of LICENSEE'S Data that is not data uploaded from PRO-VISION Devices, number of active users and/or PRO-VISION Devices, and any other information needed to enforce this Agreement, conduct any troubleshooting requested by LICENSEE, and to analyze and diagnose any systems on which the Software Service software resides.

15. GENERAL TERMS

15.1 **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

15.2 **Modification and Waiver.** This Agreement may not be amended except by a written instrument signed by duly authorized representatives of both parties. No waiver will be effective unless in writing and signed by a duly authorized representative of the party sought to be charged therewith. The failure of PRO-VISION to insist upon strict performance of any of the provisions of this Agreement will not be construed as a waiver of PRO-VISION's rights arising out of any subsequent default of that or any other provision.

15.3 **Assignment.** This Agreement and the rights hereunder will be assignable by PRO-VISION. LICENSEE will have no right to assign this Agreement or any of its rights hereunder without PRO-VISION's prior written consent. Any attempt to assign this Agreement without such consent will be void. PRO-VISION may reasonably require, as a condition to its consent, payment of a license transfer fee in such amount as PRO-VISION may specify in its sole discretion. No permitted assignment by LICENSEE will be effective without the express written consent of PRO-VISION. Provided that PRO-VISION has consented to such assignment, LICENSEE may not retain any copy of the Software Service or Documentation following the assignment.

15.4 **Failure or Delay in Performance.** PRO-VISION will not be liable for or be deemed in default under this Agreement, or any other agreement between PRO-VISION and LICENSEE, as a result of any failure or delay in the performance of any obligation owed LICENSEE if such delay or failure results from any cause beyond PRO-VISION's reasonable control.

15.5 **Notices.** All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier, overnight delivery service, certified mail, or by email and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section. Either party may change its address for notices to the other party by the means specified in this Section.

15.6 **Applicable Law; Limitation of Actions.** This Agreement will be construed, interpreted, governed and enforced by and in accordance with the laws of Tennessee, and the laws of the United States of America, without regard to conflicts of laws principles. No action, regardless of form, arising out of any of the transactions under this License may be brought by END USER more than one (1) year after such action accrued. Any dispute regarding this License or arising out of any of the transactions under this License shall be determined in the federal

courts of the United States within the jurisdiction of the United States District Court for Eastern District of Tennessee, or the courts of the State of Tennessee sitting in Anderson County, Tennessee, and the parties hereby stipulate and agree to jurisdiction and venue in such courts. Each party hereby further irrevocably waives any claim that any such court lacks jurisdiction over it, and agrees not to plead or claim such a lack of jurisdiction, or that such court is an inconvenient forum.

15.7 Entire Agreement. This Agreement is binding on the parties and their permitted assignees. With the exception of any Service Contracts, Remote Deployment Agreements, Protection Plan Agreements, Uploader Licenses, End User Terms and Conditions, additional Software Service and Hosting Agreements, any policies and restrictions on the SecuraMax.com website, and the possible exception of a Beta Test Agreement, this Agreement is the entire agreement between the parties relating to its subject matter, and supersedes all prior or contemporaneous agreements, representations or understandings, written or oral, with respect to such subject matter. In the case of a conflict between a Beta Test Agreement and the terms and conditions of this Agreement, the terms of this Agreement will control with the exception of any Confidentiality terms of such Beta Test Agreement, which will control until such time that the Beta Test Agreement is terminated. Purchase orders or other similar documents issued by LICENSEE will have no effect on this Agreement.

15.8 Audit. At its own expense, PRO-VISION may perform an audit of LICENSEE's usage of the Software Service to confirm use of the software in accordance with the terms of this Agreement. The audit may be conducted (i) once every calendar year and (ii) as required in the event PRO-VISION has reason to believe LICENSEE is utilizing the Software Service in an unauthorized manner.

15.9 Force Majeure. Except for LICENSEE's payment obligations, neither party will be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments, or government instructions.

15.10 Relationship of the Parties. LICENSEE and PRO-VISION agree that PRO-VISION shall perform its duties under this Agreement as an independent contractor. Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. Personnel employed or retained by PRO-VISION who perform duties related to this Agreement shall remain under the supervision, management, and control of PRO-VISION. In order to assist it in carrying out its duties and responsibilities pursuant to this Agreement and any Statement(s) of Work, PRO-VISION may subcontract with or otherwise engage the services of one or more third parties.

END USER TERMS AND CONDITIONS

This is a Software Service License (the "License") setting forth end user terms and conditions under which you, the "END USER," are licensed to access and use the SecuraMax.com website ("Software Service").

By clicking ACCEPT, you hereby agree to the following terms and conditions of use of the Software Service. The licensor of this Software Service is Pro-Vision Solutions, LLC, a Delaware limited liability company having its principal place of business at 8625-B Byron Commerce Drive SW, Byron Center, Michigan 49315, ("PRO-VISION").

PRO-VISION and END USER agree as follows:

1. DEFINITIONS

- 1.1 "Affiliated" means employed by, contracted with, or otherwise expressly authorized by.
- 1.2 "Documentation" means all generally available printed and electronic user and system documentation included in or accompanying an associated PRO-VISION camera and/or the Software Service, as updated from time-to-time by PRO-VISION.
- 1.3 "END USER'S Data" is data originating from END USER that is stored using the Software Service on behalf of the END USER or the AGENCY, and includes media files such as text, videos, photos, and audio.
- 1.4 "Intellectual Property" shall mean all PRO-VISION products related inventions (whether or not protected under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protected under copyright laws), Moral Rights, mask works, trademarks, trade names, trade dress, trade secrets, publicity rights, know-how, ideas (whether or not protected under trade secret laws), and all other subject matter protected under patent (or which is not patented, but is subject matter that is protected under patent law), copyright, moral right, mask work, trademark, trade secret, or other laws, including without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, processes, and methods of doing business. "Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country, or under any treaty.
- 1.5 "PRO-VISION Device" means any device provided by PRO-VISION and listed in the Service Contract from which the Software Service uploads END USER'S Data.
- 1.6 "Software Service" means the cloud-based computerized camera interface and media storage service (known as SecuraMax™) and related Documentation and any updates, corrections, enhancements or subsequent releases or versions thereto made available to END USER by PRO-VISION under this License.
- 1.7 "Software Service and Hosting Agreement" means the Software Service and Hosting Agreement, related to Service Contract Number _____, made between PRO-VISION and the U.S. Government Entity as described herein ("AGENCY") with which the END USER is affiliated, where the Software Service and Hosting Agreement pertains to the Agency's use of the SecuraMax™ Software Service.

2. SOFTWARE SERVICE LICENSE

2.1 **Grant of Software Service License.** Subject to the terms and conditions of this License, the terms and conditions of the Software Service and Hosting Agreement, and payment of the Software Service Fees by the AGENCY, PRO-VISION grants, and END USER accepts, a non-transferable, non-assignable, non-exclusive license to use the Software Service solely for END USER'S own purposes for the Term as set forth herein.

2.2 License Restrictions.

- (a) END USER will not lend, lease, sublicense, transfer, or otherwise distribute the Software Service to any third party;
- (b) Unless specifically agreed otherwise by PRO-VISION in writing, END USER will not use the Software Service in any manner to provide computer services to third parties;
- (c) END USER will not adapt, translate or otherwise create any program, documentation or other work that is based on or incorporates any part of the Software Service without the express written consent of PRO-VISION;
- (d) Except as may be permitted by law, END USER will not reverse engineer the Software Service; and
- (e) END USER will keep the Software Service free and clear of all liens, security interests and other encumbrances and will provide PRO-VISION with immediate notice of any lien, security interest or encumbrance affecting the Software Service.

2.3 END USER Log In Credentials

END USER will be prompted to create personal END USER log in credentials including a user identification and password. END USER will be responsible for maintaining secrecy of END USER's log in credentials. END USER hereby agrees not to share END USER's log in credentials.

2.4 Ownership.

- 2.4.1 **The Software Service.** PRO-VISION owns all right, title, and interest in and to the Software Service including all Intellectual Property rights therein. END USER does not acquire any rights, express or implied, in the Software Service, other than those specified in this License.
- 2.4.2 **END USER'S Data.** PRO-VISION does not acquire any rights, express or implied, in END USER'S Data. END USER is responsible for controlling access to END USER'S Data and is responsible for deletion, modification, downloading, uploading, sharing, copying, moving, and management of END USER'S Data. PRO-VISION does not view the content of END USER'S Data.

2.5 Storage and Access.

- 2.5.1 **Location.** PRO-VISION may store END USER'S Data at any location within the United States. END USER agrees to allow PRO-VISION to transfer END USER'S Data to third parties contracted by PRO-VISION for purposes of storage of END USER'S Data.
- 2.5.2 **Access Rights.** Subject to any Suspension of Services per Section 3.2, during the Term of this License, END USER will have access and use of the Software Service for the storage and management of END USER'S Data. Other than collecting usage statistics per Section 14, PRO-VISION will not access END USER'S Data or view the content of END USER'S Data. PRO-VISION will not disclose the content or existence of END USER'S Data or any information about END USER except as compelled by court order or otherwise required by law. PRO-VISION will attempt to provide advance notice of any compelled disclosure in an effort to permit END USER opportunity to object to the court or administrative body, except when prohibited by law.
- 2.5.3 **Data Security.** PRO-VISION will implement commercially reasonable and appropriate measures for securing and encrypting END USER'S Data against unauthorized access. END USER may not transfer or sublicense the log-in credentials to any other entity. Audit tracking is provided to track access to END USER'S Data originating from PRO-VISION Devices based on log-in credentials. END USER will contact PRO-VISION immediately if END USER believes any third party has used END USER'S account or accessed END USER'S Data without authorization.

2.6 **Software Service Availability.** PRO-VISION shall use commercially reasonable efforts to make the Software Service generally available to END USER. PRO-VISION's Software Service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. PRO-VISION is not responsible for any delays, failures, or other damages resulting from such problems.

2.7 **Backup, Disaster Recovery, Bandwidth and Data Security.** Backup, disaster recovery, bandwidth and data security are provided by third parties referenced in Section 2.5 above. PRO-VISION takes no responsibility for backup, disaster recovery, bandwidth and data security.

3. FEES AND SUSPENSION OF SERVICES

3.1 **Software Service Fee.** Per the Software Service and Hosting Agreement, the AGENCY shall pay PRO-VISION a monthly Software Service Fee in order to allow END USER access and use of the Software Service. No fees are separately owed by END USER in association with this License.

3.2 **Suspension of Service.** In addition to any other rights and remedies, PRO-VISION reserves the right to suspend the Software Service provided to the END USER, including the right to access END USER'S Data, under any one or more of the following conditions:

- (a) if END USER or the AGENCY is in breach of this License;
- (b) if any security risk is created by END USER's or AGENCY's use of the Software Service;
- (c) if END USER's or AGENCY's use of the Software Service creates or threatens to create any adverse effect on the Software Service or any use or data of any other end user or licensee of the Software Service;
- (d) if PRO-VISION may be exposed to liability through END USER's or AGENCY's use of the Software Service;
- (e) if AGENCY becomes subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or

- (f) the Software Service licensed to AGENCY is otherwise suspended per the Software Service and Hosting Agreement.

In the event that the Software Service is suspended due to any condition stated in (a) above, PRO-VISION will maintain the suspension until such time that END USER's or AGENCY's breach is cured or the Software Service is otherwise terminated. END USER'S Data will not be deleted as a result of the suspension of services. However, per Section 4.2, PRO-VISION may terminate this License, at which point END USER'S Data may be deleted 60 days following written notice of termination.

4. TERM AND TERMINATION

4.1 Term. This License commences on the date of acceptance and will remain in effect until termination of the Software Service and Hosting Agreement unless this License is otherwise terminated per Section 4.2 below.

4.2 Termination

- (a) **Termination of the Software Service and Hosting Agreement.** This License will terminate if the Software Service and Hosting Agreement is terminated for any reason.
- (b) **Termination for Breach.** PRO-VISION may terminate this License if END USER breaches any of the terms or conditions of this License or of the Software Service and Hosting Agreement.
- (c) **Termination for Discontinuance of Affiliation with the AGENCY.** This License will be terminated if and when END USER is no longer affiliated with the AGENCY.
- (d) **Termination by the AGENCY.** Pursuant to the Software Service and Hosting Agreement, if the Agency becomes aware of any violation by END USER of the terms and conditions of this License or of the Software Service and Hosting Agreement, the AGENCY will immediately terminate END USER's access to END USER's Data and the Software Service.

4.3 **Effect of Termination.** Termination of this License or the Software Service and Hosting Agreement will not limit either party from pursuing other remedies available to it, including injunctive relief. Termination of this License will immediately terminate END USER'S right to access END USER'S Data.

4.4 **Survival.** The rights and obligations of the parties contained in Sections 2.4 (Ownership), 4.3 (Effect on Termination), 5 (Confidential Information and Operational Data), 7 (Disclaimer), 8 (Indemnities), 9 (Limitation of Liability), and 11 (General Terms), together with any other provisions of this License which by their nature must survive in order to effectuate their enforcement, will survive the termination of this License or any other license for the Software Service.

5. CONFIDENTIAL INFORMATION AND OPERATIONAL DATA

5.1 **Definition.** For the purposes of the License, "Confidential Information" means: (a) the Software Service, Work Product, and other related technical information disclosed by PRO-VISION to END USER; (b) END USER'S Data; (c) any non-public business or technical information of PRO-VISION, including but not limited to any information relating to PRO-VISION's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how, that is designated by the disclosing party as "confidential" or "proprietary" at the time of disclosure, and, if orally disclosed, is reduced to writing by the disclosing party within thirty (30) days of such disclosure; or that ought reasonably be understood to be confidential by virtue of its nature or the circumstances of its disclosure and (c) terms of this License (including, without limitation, the amount of fees or other charges specified under this License).

5.2 **Obligations.** Each party will not use the other party's Confidential Information and will not disclose such Confidential Information to any third party except to employees and consultants as reasonably required in connection with the exercise of the party's rights and performance of its obligations under this License, provided that such disclosure to employees or consultants is subject to binding use and disclosure restrictions at least as protective as those set forth herein. Each party will take all reasonable measures to maintain the confidentiality of all such Confidential Information in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of equal importance. Each party shall promptly notify the other party of any suspected or actual unauthorized disclosure of the other party's Confidential Information.

5.3 **Compelled Disclosures.** To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over a party, a party may disclose Confidential Information of the other party in accordance with such law or order or requirement, subject to the following conditions: As soon as possible after becoming aware of such law, order or requirement, and prior to disclosing Confidential Information, the party will so notify the other party in writing and, if reasonable, provide the other party notice not less than five (5) business days prior to the required disclosure. The party that is the subject of the order or requirement will use reasonable efforts not to release Confidential Information, pending the outcome of any measures taken by the other party to contest, oppose, or otherwise limit such disclosure. Notwithstanding any such compelled disclosure, the disclosure will not otherwise affect the disclosing party's obligations hereunder with respect to Confidential Information so disclosed.

5.4 **Exclusions.** Confidential Information will not include information that (a) is in or enters the public domain through no fault or breach of this License by the receiving party; (b) is known to the receiving party at the time of disclosure without an obligation of confidentiality; or (c) the receiving party rightfully receives from a third party without restriction on use or disclosure. It will be presumed that any Confidential

information in a party's possession is not within exceptions (b) or (c) above, and the burden will be upon the party asserting the exception to prove otherwise by records and documentation.

5.5 Non-Exclusive Equitable Remedy. Each party acknowledges and agrees that due to the unique nature of the Software Service and Confidential Information as defined herein, there can be no adequate remedy at law for any breach of its obligations hereunder, and therefore, that upon any such breach or any threat thereof, each party will be entitled to appropriate equitable relief from a court of competent jurisdiction in addition to whatever remedies either of them might have at law or equity.

6. LIMITED WARRANTIES

6.1 Warranty of Authority. Each party warrants to the other that it has sufficient rights to enter into this License and to perform their respective obligations hereunder. END USER further warrants:

- (a) that END USER is legally authorized by the laws of its jurisdiction, or by any required resolution by its governing body, to enter into this License and to perform all of END USER'S obligations under this License;
- (b) that END USER is a U.S. person, as defined in 22 C.F.R. § 120.15;
- (c) that the AGENCY with which the END USER is affiliated is a U.S. Government Entity (including a Federal Agency, a State/Local Entity or a Tribal Entity acting in its governmental capacity, where: a "Federal Agency" is a bureau, office, agency, department or other entity of the United States Government; "State/Local Entity" is
 - i. any agency of a state or local government in the United States,
 - ii. any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries, or
 - iii. the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, and the Northern Mariana Islands; and a "Tribal Entity" is a federally recognized tribal entity eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe, or, in Alaska, a Native village or Alaska Regional Native Corporation);
- (d) that END USER will only use the Software Service for essential governmental or proprietary purposes consistent with the scope of END USER'S authority and that END USER will not use the Software Service in a business or trade of any person or other entity, or for any personal use;
- (e) that END USER or the AGENCY shall be responsible for any claims that the content of END USER'S Data infringes or misappropriates any third party's rights; and
- (f) that END USER or the AGENCY shall be responsible for any dispute between END USER or the AGENCY and any third party with respect to END USER'S collection or use of END USER'S Data. END USER further agrees to adhere to this License and all laws, rules, regulations, and policies applicable to the use of the Software Service and the content of END USER'S Data.

7. DISCLAIMER

7.1 PRO-VISION Services. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 6, THE SOFTWARE SERVICE, THE SUPPORT SERVICES AND ALL OTHER SERVICES PROVIDED HEREUNDER ARE PROVIDED TO END USER "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. PRO-VISION EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION AND QUIET ENJOYMENT. PRO-VISION DOES NOT WARRANT THAT THE SOFTWARE SERVICE, THE SUPPORT SERVICES AND/OR ANY OTHER SERVICES PROVIDED HEREUNDER WILL MEET END USER'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE SERVICE WILL BE CORRECTED. PRO-VISION DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE SERVICE IN TERMS OF ITS CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. END USER ACKNOWLEDGES THAT IT WILL HAVE SOLE AND COMPLETE RESPONSIBILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN BY IT IN RELIANCE UPON THE SOFTWARE SERVICE. No employee or agent of PRO-VISION is authorized to make any different or additional warranties to END USER and PRO-VISION will not be bound by any such purported warranties. The warranties provided by PRO-VISION are personal to END USER or the AGENCY and may not be extended to any third party. There are NO third party beneficiaries of PRO-VISION's obligations under this License.

7.2 Third Party Products and/or Services. PRO-VISION MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED WITH REGARD TO ANY SOFTWARE, COMPUTER HARDWARE, DEVICES, OR SERVICES OF ANY NATURE OBTAINED FROM THIRD PARTIES (COLLECTIVELY, THE "THIRD PARTY ITEMS"). PRO-VISION EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE THIRD PARTY ITEMS. END USER SHOULD CONSULT THE RESPECTIVE VENDORS/MANUFACTURERS OF THE THIRD PARTY ITEMS FOR WARRANTY AND PERFORMANCE INFORMATION. NOTHING IN THIS LICENSE SHALL BE INTERPRETED AS A WARRANTY, EITHER EXPRESS OR IMPLIED, BY PRO-VISION THAT WOULD EXPAND IN ANY WAY A VENDOR/MANUFACTURER'S STANDARD END-USER WARRANTY.

7.3 END USER Responsibilities. END USER ACKNOWLEDGES AND ACCEPTS THAT PRO-VISION DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SERVICE WILL, IN FACT, MEET THE SPECIFIC NEEDS AND REQUIREMENTS OF END USER. PRO-VISION WILL NOT BE RESPONSIBLE FOR ANY USE OF THE SOFTWARE SERVICE BY END USER THAT DOES NOT COMPLY WITH APPLICABLE LAWS AND DISCLAIMS ANY RESPONSIBILITY FOR DATA CORRUPTION, LOSS, MODIFICATION, OR ERRORS EXISTING IN END USER'S DATA PRIOR TO UPLOAD AS WELL AS ANY DATA CORRUPTION, LOSS, MODIFICATION, OR ERRORS EXISTING IN END USER'S DATA AFTER ANY UPLOAD OR DOWNLOAD.

8. INDEMNITIES

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9. LIMITATION OF LIABILITY

9.1 **Exclusion of Damages.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN NO EVENT WILL PRO-VISION OR ITS AFFILIATES, SUBSIDIARIES, AGENTS, AND THIRD PARTY SUPPLIERS (INCLUDING ANY THIRD PARTY USED TO STORE END USER'S DATA) BE LIABLE TO END USER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OR INABILITY TO USE ANY SOFTWARE SERVICE OR ANY SERVICES PROVIDED HEREUNDER FOR ANY PERIOD OF TIME (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUES OR LOSS OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, PRO-VISION AND ITS AFFILIATES, SUBSIDIARIES, AGENTS, AND THIRD PARTY SUPPLIERS (INCLUDING ANY THIRD PARTY USED TO STORE END USER'S DATA) WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES ARISING FROM: (1) ANY UNAUTHORIZED ACCESS TO END USER'S DATA; (2) ANY MODIFICATION, DELETION, DAMAGE, OR OTHER LOSS OF END USER'S DATA; (3) FAILURE TO PROPERLY STORE END USER'S DATA; (4) FAILURE TO PROPERLY IDENTIFY END USER'S DATA; (5) SUSPENSION OR TERMINATION OF THE SOFTWARE SERVICE; (6) END USER'S USE OF THE SOFTWARE SERVICE; (7) THIRD PARTY CLAIMS PERTAINING TO EXISTENCE, NON-EXISTENCE, DELETION, AND/OR MODIFICATION OF END USER'S DATA; OR (8) DISCONTINUANCE OF ANY PORTION OF THE SOFTWARE SERVICE.

9.2 **Total Liability.** EXCEPT FOR PRO-VISION'S CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 5, THE TOTAL LIABILITY OF PRO-VISION AND ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, AGENTS AND SUPPLIERS (INCLUDING ANY THIRD PARTY USED TO STORE END USER'S DATA) TO END USER OR ANY THIRD PARTIES ARISING FROM THE SOFTWARE SERVICE, SERVICES OR THIS LICENSE FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) WILL IN NO EVENT EXCEED IN THE AGGREGATE OF THE ALL AMOUNTS PAID FOR THE SOFTWARE SERVICE OR SERVICES TO WHICH THE CLAIM RELATES PURSUANT TO THIS LICENSE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.

9.3 **Third Party Claims.** In the event of litigation involving a third party arising out of or related to any loss, destruction, defect, spoliation, or failure to provide any data held, stored, secured, maintained, or controlled by Pro-Vision, against Anderson County or any of its departments or offices, Pro-Vision agrees to reasonably cooperate and assist Anderson County in any such litigation. Such assistance may include, but is not limited to, consultation services and the provision of expert witnesses, upon the request of Anderson County.

10. END USER USAGE STATISTICS

To help enable PRO-VISION to provide and improve its Software Service, END USER hereby agrees to allow PRO-VISION to acquire and use END USER'S usage statistics including cloud storage space used, frequency of uploads, amount of data downloaded, amount of storage consumed by any of END USER'S Data that is not data uploaded from PRO-VISION Devices, and any other information needed to enforce this License, conduct any troubleshooting requested by END USER or the AGENCY, and to analyze and diagnose any systems on which the Software Service software resides.

11. GENERAL TERMS

11.1 **Severability.** If for any reason a court of competent jurisdiction finds any provision of this License invalid or unenforceable, that provision of the License will be enforced to the maximum extent permissible and the other provisions of this License will remain in full force and effect.

11.2 **Modification and Waiver.** This License may not be amended except by a written instrument signed by duly authorized representatives of both parties. No waiver will be effective unless in writing and signed by a duly authorized representative of the party sought to be charged therewith. The failure of PRO-VISION to insist upon strict performance of any of the provisions of this License will not be construed as a waiver of PRO-VISION's rights arising out of any subsequent default of that or any other provision.

11.3 **Assignment.** This License and the rights hereunder will be assignable by PRO-VISION. END USER will have no right to assign this License or any of its rights hereunder without PRO-VISION's prior written consent. Any attempt to assign this License without such consent will be void. PRO-VISION may reasonably require, as a condition to its consent, payment of a license transfer fee in such amount as PRO-VISION may specify in its sole discretion. No permitted assignment by END USER will be effective without the express written consent of PRO-VISION. Provided that PRO-VISION has consented to such assignment, END USER may not retain any copy of the Software Service or Documentation following the assignment.

11.4 **Failure or Delay in Performance.** PRO-VISION will not be liable for or be deemed in default under this License, or any other agreement between PRO-VISION and END USER, as a result of any failure or delay in the performance of any obligation owed END USER if such delay or failure results from any cause beyond PRO-VISION's reasonable control.

11.5 **Notices.** All notices required or permitted under this License will be in writing and delivered by confirmed facsimile transmission, by courier, overnight delivery service, certified mail, or by email and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section. Either party may change its address for notices to the other party by the means specified in this Section.

11.6 Applicable Law; Limitation of Actions. This License will be construed, interpreted, governed and enforced by and in accordance with the laws of Tennessee, and the laws of the United States of America, without regard to conflicts of laws principles. No action, regardless of form, arising out of any of the transactions under this License may be brought by END USER more than one (1) year after such action accrued. Any dispute regarding this License or arising out of any of the transactions under this License shall be determined in the federal courts of the United States within the jurisdiction of the United States District Court for Eastern District of Tennessee, or the courts of the State of Tennessee sitting in Anderson County, Tennessee, and the parties hereby stipulate and agree to jurisdiction and venue in such courts. Each party hereby further irrevocably waives any claim that any such court lacks jurisdiction over it, and agrees not to plead or claim such a lack of jurisdiction, or that such court is an inconvenient forum.

11.7 Entire Agreement. With the exception of any Uploader License and any policies and restrictions on the SecuraMax.com website, this License is the entire agreement between PRO-VISION and END USER relating to its subject matter, and supersedes all prior or contemporaneous agreements, representations or understandings between PRO-VISION and END USER, written or oral, with respect to such subject matter. However, this License does not supersede the Software Service and Hosting Agreement, or any other Agreements, between PRO-VISION and the AGENCY.

11.8 Audit. At its own expense, PRO-VISION may perform an audit of END USER's usage of the Software Service to confirm use of the software in accordance with the terms of this License. The audit may be conducted (i) once every calendar year and (ii) as required in the event PRO-VISION has reason to believe END USER is utilizing the Software Service in an unauthorized manner.

11.9 Force Majeure. Neither party will be liable for any failure or delay in performance under this License which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments, or government instructions.

11.10 Relationship of the Parties. END USER and PRO-VISION agree that PRO-VISION shall perform its duties under this License as an independent contractor. Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. Personnel employed or retained by PRO-VISION who perform duties related to this License shall remain under the supervision, management, and control of PRO-VISION. In order to assist it in carrying out its duties and responsibilities pursuant to this License and any Statement(s) of Work, PRO-VISION may subcontract with or otherwise engage the services of one or more third parties.

Remote Deployment Agreement

This is a Remote Deployment Agreement ("RDA") between _____ ("LICENSEE") and Pro-Vision Solutions, LLC., a Delaware limited liability company having its principal place of business at 8625-B Byron Commerce Drive SW, Byron Center, Michigan 49315, United States of America ("PRO-VISION"). This RDA provides the terms upon which PRO-VISION may install and activate Uploader Software and Remote Access Software on LICENSEE'S computers. This RDA is being entered into by the parties solely in furtherance of and subject to all terms of a Software Service and Hosting Agreement ("SSHA") previously entered into by and between the parties; LICENSEE'S rights and PRO-VISION'S obligations under this RDA are conditioned upon LICENSEE previously entering into the SSHA. All capitalized terms not otherwise defined in this RDA shall have the meanings attributed to them in the SSHA.

The undersigned representative of LICENSEE represents that he/she is authorized to enter into this RDA on behalf of the LICENSEE and hereby agrees to the following terms and conditions on behalf of the LICENSEE.

PRO-VISION and LICENSEE agree as follows:

1. DEFINITIONS

- 1.1. "Input and Output" means all data that is received, captured, saved, recorded, transmitted, generated, emitted, and/or displayed on, by, or through LICENSEE'S local computer, including, without limitation, keyboard keypresses, mouse cursor motions, and mouse clicks made by the user of the local computer (including a user controlling the local computer via remote access software); text and images displayed on or transmitted to the video monitor of the local computer; and sounds generated by or transmitted to the local computer; regardless of whether the data is detectable by the human senses of an observer of the local computer.
- 1.2. "Remote Access Software" means software that enables access to, and control of, a computer by a user at a remote location through a network connection, including through the internet.
- 1.3. "Uploader Software" means the SECURAMAX™ Uploader Software which is the subject of a separate software license between LICENSEE and PRO-VISION.

2. GRANT OF ACCESS AND CONTROL

LICENSEE grants PRO-VISION access to, and control of, LICENSEE'S computers, using Remote Access Software selected by PRO-VISION, for the purpose of remotely installing and activating the Uploader Software. LICENSEE acknowledges and agrees that Remote Access Software must first be installed and activated on LICENSEE'S computers, by LICENSEE or by PRO-VISION. LICENSEE agrees to install and activate, or to permit PRO-VISION to install and activate, Remote Access Software selected by PRO-VISION, on each of LICENSEE'S computers upon which LICENSEE desires to have the Uploader Software remotely installed and activated. LICENSEE acknowledges and agrees that PRO-VISION'S obligations under this RDA are conditioned upon the proper installation, activation, and operation of Remote Access Software selected by PRO-VISION.

3. INSTALLATION AND ACTIVATION

- 3.1. Subject to the other terms and conditions of this RDA, PRO-VISION will remotely install and activate up to three licensed copies of the Uploader Software on LICENSEE'S computers, for a duration of up to two hours of installation and activation time, regardless of the number of Uploader Software licenses or the number of BODYCAM® units that LICENSEE owns. It will be LICENSEE'S obligation to install and activate any additional copies of the Uploader Software, subject to the number of licenses that LICENSEE holds for the Uploader Software.
- 3.2. LICENSEE will attend the computers on which the Uploader Software is being remotely installed and activated by PRO-VISION during the entire length of the installation and activation processes, and LICENSEE will observe and participate at LICENSEE'S computers, and reasonably assist PRO-VISION, during the installation and activation processes.
- 3.3. LICENSEE acknowledges and agrees that any part of the Input and Output of LICENSEE'S computers may be recorded by PRO-VISION during the remote installation and activation of the Uploader Software, and retained by PRO-VISION indefinitely. LICENSEE acknowledges and agrees that PRO-VISION has no obligation to record or retain any portion of the Input and Output, or to provide LICENSEE with a copy of any portion of the Input and Output.
- 3.4. After PRO-VISION completes the installation and activation of the Uploader Software on one of LICENSEE'S computers, LICENSEE or PRO-VISION will remove the Remote Access Software from that computer.

4. NO WARRANTY

THE REMOTE ACCESS SOFTWARE IS OFFERED ON AN "AS-IS" BASIS AND NO WARRANTY, EITHER EXPRESSED OR IMPLIED, IS GIVEN.

PRO-VISION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LICENSEE ASSUMES ALL RISK ASSOCIATED WITH THE QUALITY, PERFORMANCE, INSTALLATION AND USE OF THE REMOTE ACCESS SOFTWARE INCLUDING, BUT NOT LIMITED TO, THE RISKS OF PROGRAM ERRORS, DAMAGE TO EQUIPMENT, LOSS OF DATA OR SOFTWARE PROGRAMS, OR UNAVAILABILITY OR INTERRUPTION OF OPERATIONS. LICENSEE IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USE THE REMOTE ACCESS SOFTWARE AND ASSUMES ALL RISKS ASSOCIATED WITH ITS USE.

5. INDEMNIFICATION

5.1. [INTENTIONALLY LEFT BLANK]

6. LIMITATION OF LIABILITY

- 6.1. LICENSEE EXPRESSLY UNDERSTANDS AND AGREES THAT PRO-VISION SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PRO-VISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE. IN NO EVENT WILL PRO-VISION'S TOTAL CUMULATIVE DAMAGES EXCEED THE FEES LICENSEE PAID TO PRO-VISION UNDER THIS RDA IN THE MOST RECENT TWELVE-MONTH PERIOD.
- 6.2. **Third Party Claims.** In the event of litigation involving a third party arising out of or related to any loss, destruction, defect, spoliation, or failure to provide any data held, stored, secured, maintained, or controlled by Pro-Vision, against Anderson County or any of its departments or offices, Pro-Vision agrees to reasonably cooperate and assist Anderson County in any such litigation. Such assistance may include, but is not limited to, consultation services and the provision of expert witnesses, upon the request of Anderson County.

7. GENERAL TERMS

- 7.1. **Severability.** If for any reason a court of competent jurisdiction finds any provision of this RDA invalid or unenforceable, that provision of this RDA will be enforced to the maximum extent permissible and the other provisions of this RDA will remain in full force and effect.
- 7.2. **Modification and Waiver.** This RDA may not be amended except by a written instrument signed by duly authorized representatives of both parties. No waiver will be effective unless in writing and signed by a duly authorized representative of the party sought to be charged therewith. The failure of PRO-VISION to insist upon strict performance of any of the provisions of this RDA will not be construed as a waiver of PRO-VISION'S rights arising out of any subsequent default of that or any other provision.
- 7.3. **Failure or Delay in Performance.** PRO-VISION will not be liable for or be deemed in default under this RDA, or any other agreement between PRO-VISION and LICENSEE, as a result of any failure or delay in the performance of any obligation owed LICENSEE if such delay or failure results from any cause beyond PRO-VISION'S reasonable control.
- 7.4. **Applicable Law; Limitation of Actions.** This RDA will be construed, interpreted, governed and enforced by and in accordance with the laws of Tennessee, and the laws of the United States of America, without regard to conflicts of laws principles. No action, regardless of form, arising out of any of the transactions under this License may be brought by END USER more than one (1) year after such action accrued. Any dispute regarding this License or arising out of any of the transactions under this License shall be determined in the federal courts of the United States within the jurisdiction of the United States District Court for Eastern District of Tennessee, or the courts of the State of Tennessee sitting in Anderson County, Tennessee, and the parties hereby stipulate and agree to jurisdiction and venue in such courts. Each party hereby further irrevocably waives any claim that any such court lacks jurisdiction over it, and agrees not to plead or claim such a lack of jurisdiction, or that such court is an inconvenient forum.
- 7.5. **Force Majeure.** Except for LICENSEE'S payment obligations, if any, neither party will be liable for any failure or delay in performance under this RDA which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments, or government instructions.
- 7.6. **Relationship of the Parties.** LICENSEE and PRO-VISION agree that PRO-VISION shall perform its duties under this RDA as an independent contractor. Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. Personnel employed or retained by PRO-VISION who perform duties related to this RDA shall remain under the supervision, management, and control of PRO-VISION. In order to assist it in carrying out its duties and responsibilities pursuant to this RDA, PRO-VISION may subcontract with or otherwise engage the services of one or

more third parties.

- 7.7. **Conflicts Between Agreements.** In the event of a conflict between the terms of this RDA and the terms of the SSHA or an agreement mentioned in the SSHA (other than this RDA), the conflicting terms of the SSHA or of the agreement mentioned in the SSHA shall be given effect over the conflicting terms of this RDA.

By applying our signatures below, we hereby accept the terms and conditions set forth above.

PRO-VISION:

LICENSEE:

Signature

Signature

Name and Title

Name and Title

Date

Date

UPLOADER LICENSE

This is a software license (the "Agreement") under which LICENSEE may install and use the SecuraMax™ Uploader Software ("Uploader Software"). This Agreement follows execution of Service Contract Number _____ ("the Service Contract") and the related Software Service and Hosting Agreement between the parties. This Agreement is subject to all terms of the Software Service and Hosting Agreement. All capitalized terms not otherwise defined in this Agreement shall have the meanings attributed to them in the Software Service and Hosting Agreement.

By clicking ACCEPT, you represent that you are authorized to enter into this Agreement on behalf of the Licensee identified in the Service Contract ("LICENSEE") and hereby agree to the following terms and conditions of use of the Uploader Software on behalf of the LICENSEE. The licensor of the Uploader Software is Pro-Vision Solutions, LLC., a Delaware limited liability company having its principal place of business at 8625-B Byron Commerce Drive SW, Byron Center, Michigan 49315, United States of America ("PRO-VISION").

PRO-VISION and LICENSEE agree as follows:

Grant of License

Subject to the terms and conditions of this Agreement, PRO-VISION grants to LICENSEE a non-exclusive, non-transferable, royalty-free license to install and use the Uploader Software on a single computer. Additional Uploader Licenses must be obtained and accepted to install and use the Uploader Software on each additional computer.

PRO-VISION reserves the right to determine whether use of the Uploader Software qualifies under this Agreement. PRO-VISION owns all rights (including all intellectual property rights), title and interest to the Uploader Software, including translations, compilations, partial and whole copies, modifications, and updates, and reserves all rights to the Uploader Software that are not expressly granted in this Agreement.

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Restrictions

LICENSEE understands and agrees that LICENSEE shall only use the Uploader Software in a manner that complies with any and all applicable laws in the jurisdictions in which LICENSEE uses the Uploader Software. LICENSEE's use shall be in accordance with applicable restrictions concerning privacy and intellectual property rights.

LICENSEE may not:

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- Reproduce the Uploader Software except as described in this Agreement;
- Sell, assign, sublicense, disclose, distribute, or otherwise transfer or make available the Uploader Software or its source code, in whole or in part, in any form, to any third parties;
- Remove or alter any copyright notices on the Uploader Software;
- Use the Uploader Software in any unlawful manner or for any unlawful purpose; or
- Modify the Uploader Software or include any version of the Uploader Software in any modified work. Any modifications of the Uploader Software by LICENSEE, whether or not in violation of this Agreement, shall become the sole property of PRO-VISION.

The source code for the Uploader Software is not licensed under this Agreement. The source code contains proprietary information constituting valuable trade secrets, and is protected by Federal copyright law as an unpublished work. LICENSEE has no rights in such source code and agrees that LICENSEE will not create, by reverse engineering or otherwise, any source code from the Uploader Software.

Relation to Other Agreements Between the Parties

This Agreement pertains only to the license of the Uploader Software and does not replace or modify the terms of any Service Contract, or any Software Service and Hosting Agreement between PRO-VISION and LICENSEE. In the event of any conflict between the terms of this Agreement and the terms of any Software Service and Hosting Agreement, the terms of the Software Service and Hosting Agreements shall control.

Version Upgrades

This Agreement allows LICENSEE to receive free minor version updates. Minor version updates (e.g., version 4.0 to 4.1) may include security updates, bug fixes or feature enhancements. Major version upgrades (e.g., version 4.0 to 5.0) may be available for license for a fee.

No Warranty

THE UPLOADER SOFTWARE IS OFFERED ON AN "AS-IS" BASIS AND NO WARRANTY, EITHER EXPRESSED OR IMPLIED, IS GIVEN. PRO-VISION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LICENSEE ASSUMES ALL RISK ASSOCIATED WITH THE QUALITY, PERFORMANCE, INSTALLATION AND USE OF THE UPLOADER SOFTWARE INCLUDING, BUT NOT LIMITED TO, THE RISKS OF PROGRAM ERRORS, DAMAGE TO EQUIPMENT, LOSS OF DATA OR SOFTWARE PROGRAMS, OR UNAVAILABILITY OR INTERRUPTION OF OPERATIONS. LICENSEE IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USE THE UPLOADER SOFTWARE AND ASSUMES ALL RISKS ASSOCIATED WITH ITS USE.

Term, Termination, and Modification

LICENSEE may use the Uploader Software under this Agreement until either party terminates this Agreement as set forth in this paragraph or such time that the Software Service and Hosting Agreement is terminated. Either party may terminate the Agreement at any time, upon written notice to the other party. Upon termination, all licenses granted to LICENSEE will terminate, and LICENSEE will immediately uninstall and cease all use of the Uploader Software. The Sections entitled "No Warranty," "Indemnification," and "Limitation of Liability" will survive any termination of this Agreement.

PRO-VISION may modify the Uploader Software with notice to LICENSEE, including but not limited to, changing the functionality or appearance of the Uploader Software, and such modification will become binding on LICENSEE unless LICENSEE terminates this Agreement.

Indemnification

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Limitation of Liability

LICENSEE EXPRESSLY UNDERSTANDS AND AGREES THAT PRO-VISION SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PRO-VISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE. IN NO EVENT WILL PRO-VISION'S TOTAL CUMULATIVE DAMAGES EXCEED THE FEES LICENSEE PAID TO PRO-VISION UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE-MONTH PERIOD.

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Assignment. This Agreement and the rights hereunder will be assignable by PRO-VISION. LICENSEE will have no right to assign this Agreement or any of its rights hereunder without PRO-VISION's prior written consent. Any attempt to assign this Agreement without such consent will be void. PRO-VISION may reasonably require, as a condition to its consent, payment of a license transfer fee in such amount as PRO-VISION may specify in its sole discretion. No permitted assignment by LICENSEE will be effective without the express written consent of PRO-VISION. Even if PRO-VISION has consented to such assignment, LICENSEE may not retain any copy of the Uploader Software or associated documentation following the assignment.

Failure or Delay in Performance. PRO-VISION will not be liable for or be deemed in default under this Agreement, or any other agreement between PRO-VISION and LICENSEE, as a result of any failure or delay in the performance of any obligation owed LICENSEE if such delay or failure results from any cause beyond PRO-VISION's reasonable control.

Notices. All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier, overnight delivery service, certified mail, or by email, and in each instance will be deemed given upon receipt. All communications

will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section. Either party may change its address for notices to the other party by the means specified in this Section.

Applicable Law; Limitation of Actions. This License will be construed, interpreted, governed and enforced by and in accordance with the laws of Tennessee, and the laws of the United States of America, without regard to conflicts of laws principles. No action, regardless of form, arising out of any of the transactions under this License may be brought by END USER more than one (1) year after such action accrued. Any dispute regarding this License or arising out of any of the transactions under this License shall be determined in the federal courts of the United States within the jurisdiction of the United States District Court for Eastern District of Tennessee, or the courts of the State of Tennessee sitting in Anderson County, Tennessee, and the parties hereby stipulate and agree to jurisdiction and venue in such courts. Each party hereby further irrevocably waives any claim that any such court lacks jurisdiction over it, and agrees not to plead or claim such a lack of jurisdiction, or that such court is an inconvenient forum.

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Force Majeure. Except for LICENSEE's payment obligations, neither party will be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments, or government instructions.

Relationship of the Parties. LICENSEE and PRO-VISION agree that PRO-VISION shall perform its duties under this Agreement as an independent contractor. Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. Personnel employed or retained by PRO-VISION who perform duties related to this Agreement shall remain under the supervision, management, and control of PRO-VISION. In order to assist it in carrying out its duties and responsibilities pursuant to this Agreement and any Statement(s) of Work, PRO-VISION may subcontract with or otherwise engage the services of one or more third parties.

Contract for Electrical Repair and Cabling Services

This Agreement is made on this the 8th of December, 2020, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and Electric medic, Inc. (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. Contractor agrees to provide services to Anderson County Government, Board of Education, Maintenance Department in the form of Electrical Repair and Cabling Services per Bid 2115, Exhibit 1.

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

Purchase Order. A Purchase Order must in place before services are rendered.

Contractor Compensation. Contractor shall be paid by the County within thirty (30) days of invoicing and delivery. The compensation to Contractor shall be per Bid 2115, Exhibit 1. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin January 1, 2021 and shall end December 31, 2021, with renewal option of four (4) additional years in one (1) year increments.

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

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

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

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

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

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Cancellation. In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

Termination. The County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

Contract for Electrical Repair and Cabling Services

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

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

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

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

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Appropriated Funds. The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

Payment Terms. The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

Warranty. The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Insurance Requirement. Contractors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Contractor and to the County while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

Non-discrimination. The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Contract for Electrical Repair and Cabling Services

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

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

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Contractor

Signature Date

Printed Name

Title

Name of Company

Address

City, State Zip

Anderson County Government

Administrative Approval

Robby Holbrook, Interim Finance Director Date

Dr. Tim Parrott, Director of Schools Date

Approved as to Form

N. Jay Yeager, Law Director Date

(Blue Ink Only)

Anderson County Government

Request for Bids

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

ORIGINAL

purchasing@andersontn.org
<http://andersontn.org/purchasing>

Bid No.: 2115

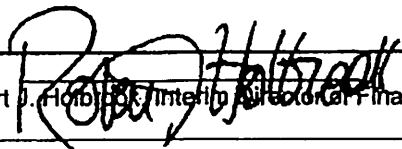
Date Issued: November 12, 2020

**Bids will be received until
2:30 p.m. Eastern Time on December 1, 2020**

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

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

Robert J. Floyd, Director of Finance



BID DESCRIPTION

Bid for Electrical Repair and Cabling Services. Bidders are to submit one original and one copy. Bidders should note that the Time Clock in the Purchasing runs 5 minutes fast. Bids must be received by the deadline as recorded by the date stamp on this Time Clock.

Questions are to be emailed to purchasing@andersontn.org.

Bid #2115

Electrical Repair & Cabling

Anderson County is seeking bids in order to establish a contract for electrical repair and cabling services for the Board of Education Maintenance Department.

The County anticipates issuing a one-year contract with four one-year renewal options.

Vendor Name: Electric Medic Inc

Hourly Rates for Repair

Regular Labor, one worker: 32.00

Regular Labor, two workers: 64.00

Overtime for one worker: 32.00

Overtime for two workers: 64.00

Hourly Rates for Cabling

Regular Labor, one worker: 32.00

Regular Labor, two workers: 64.00

Overtime for one worker: 32.00

Overtime for two workers: 64.00

General Terms and Conditions

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids are to be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid is delivered to the Purchasing Department.

Please note that Anderson County Government does not receive a guaranteed delivery time for express mail and/or packages. PLEASE MAIL ACCORDINGLY.

**ANDERSON COUNTY FINANCE DEPARTMENT
100 NORTH MAIN STREET, SUITES 214 AND 218
CLINTON, TN 37716**

Email: purchasing@andersontn.org
Website: <http://andersontn.org/purchasing>

(865) 457-6218 Phone
(865) 457-6252 Fax

**Bid documents must be completed in ink or typed, signed in ink,
and free from alterations, erasures or mark-throughs.**

SECTION 1 - GENERAL TERMS AND CONDITIONS

1.1 ALTERATIONS OR AMENDMENTS: Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.

1.2 NO CONTACT POLICY: After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.3 QUESTIONS: Pursuant to TCA §12-4-113, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda within less than forty-eight (48) hours of the bid opening date shall be permitted. Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.

1.4 BID CLOCK: The bid/time clock in the Anderson County Purchasing office will be the time of record.

1.5 TAXES: Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

Attachment 1
BID NUMBER: 2115 – Electrical Repair & Cabling Services

SECTION 1 - BID INFORMATION

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

Addenda 1 _____ Addenda 2 _____
 Addenda 3 _____ Addenda 4 _____

SECTION 2 - VENDOR INFORMATION

ELECTRIC MEDIC, INC
 Vendor Name
207 Center Park Dr. Ste 2100
 Vendor Address
Knoxville
 City
TN 37922
 State Zip
 Telephone Number 865-740-9081
Jimmy Byrge
 Contact Person (Please Print)
jbyrge@electricmedic.biz
 E-Mail Address

Taxpayer Identification Number, Social Security or
 Employer Identification Number:

46-3392965

State of Tennessee Business License Number:
 License # E 47487

**I agree to abide by all Terms and Conditions of this
 Invitation to Bid and certify that I am authorized to sign
 this bid for the vendor. Failure to include any
 information mentioned in the bid or to comply with
 these bid instructions may result in rejection of your
 entire bid. Signing this form affirms that the original
 invitation for Bid document has not been altered in any
 way.**

Authorizing Signature:

Jimmy Byrge
 (Please sign original in blue ink)

Attachment 2

Non-Collusion Affidavit

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

Non-Collusion Affidavit

STATE OF TN

COUNTY OF Anderson

I state that I am (Title) President of (Name of My Firm) Electric Medic Inc and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

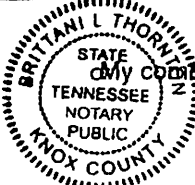
- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) Electric Medic Inc, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State of Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that (Name of My Firm) Electric Medic Inc understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

Jimmy Byrge Representative's Signature Title President

Sworn to and subscribed before me this 16th day of November, 2020.

Brittany L Thornton
Notary Public



My commission expires: 6/27/2023

**Attachment 4
Insurance Requirement Acknowledgment**

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

- | | | | |
|----|-------------------------------------|---|---|
| 1. | <input checked="" type="checkbox"/> | Workers Compensation
Employers Liability | Statutory limits
100,000/100,000/500,000 |
| 2. | <input checked="" type="checkbox"/> | Commercial General Liability | \$500,000 per occurrence
\$1,000,000 aggregate |
| | <input checked="" type="checkbox"/> | Occurrence Form Only | |
| | <input checked="" type="checkbox"/> | Include Premises Liability | |
| | <input checked="" type="checkbox"/> | Include Contractual | |
| | <input checked="" type="checkbox"/> | Include XCU | |
| | <input checked="" type="checkbox"/> | Include Products and Completed Operations | |
| | <input checked="" type="checkbox"/> | Include Personal Injury | |
| | <input checked="" type="checkbox"/> | Include Independent Contractors | |
| | <input checked="" type="checkbox"/> | Include Vendors Liability | |
| | <input checked="" type="checkbox"/> | Include Professional or E&O Liability | |
| 3. | <input type="checkbox"/> | Business Auto | |
| | <input type="checkbox"/> | Include Garage Liability | |
| | <input type="checkbox"/> | Include Garage Keepers Liability | |
| | <input type="checkbox"/> | Copy of Valid Driver's License | |
| | <input type="checkbox"/> | Copy of Current Motor Vehicle Record | |
| | <input type="checkbox"/> | Copy of Current Auto Liability Declarations Page | |
| 4. | <input type="checkbox"/> | Crime Coverages | |
| | <input type="checkbox"/> | Employee Dishonesty | |
| | <input type="checkbox"/> | Employee Dishonesty Bond | |
| 5. | <input type="checkbox"/> | Property Coverages | |
| | <input type="checkbox"/> | Builders Risk | |
| | <input type="checkbox"/> | Inland Marine | |
| | <input type="checkbox"/> | Transportation | |
| 6. | <input type="checkbox"/> | Performance Bond Required – A <u>One Hundred Percent (100%)</u> performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This <u>MUST</u> be submitted before purchase order issued. | |

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Electric Medic Inc
Vendor Name

Jimmy Byrge
Bid Representative Name (Please Print)

Jimmy Byrge
Authorized Signature

11-16-20
Date

XX-XXXX**Attachment 5 – Sample Contract for Services**

This Agreement is made on this the DD of MM YYYY, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and **XXXXXX** (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. Contractor agrees to provide **XXXXX** for the County Per **XXXXXXXX**.

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

Purchase Order. A Purchase Order must in place before services are rendered.

Contractor Compensation. Contractor shall be paid by County for the Contractor's services within thirty (30) days of invoicing and completion of the contracted services. The compensation to Contractor shall be calculated by: **XXXXXX**. Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on **MM/DD/YYYY** and shall end on **MM/DD/YYYY** **with renewal option of XXXXXXXX.**

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

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

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

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

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

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Cancellation. In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

Termination: Anderson County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

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

XX-XXXX**Attachment 5 – Sample Contract for Services**

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

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

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

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Appropriated Funds. The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

Payment Terms. The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

Warranty. The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Insurance Requirement: Vendors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Vendor and to Anderson County Government while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

Non-discrimination. The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an

XX-XXXX

Attachment 5 – Sample Contract for Services

employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

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

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Vendor/Supplier:

Jimmy Byrge 11-16-20
Signature Date

Jimmy Byrge
Printed Name

President
Title

Electric Medic Inc
Name of Company

207 Center Park Dr Suite 2100
Address

Knoxville TN 37922
City, State Zip

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Interim Finance Director Date

Anderson County Department Head
Approval:

Date

Approved as to Form

Law Director Date

BACKGROUND CHECK COMPLIANCE FORM**ANDERSON COUNTY GOVERNMENT**

PURCHASING DEPARTMENT
 100 N. MAIN STREET, ROOM 214 or 218
 CLINTON, TN 37716
 (865) 457-6251
 (865) 457-6252 (Fax)

BID NUMBER

CONTRACT NUMBER

BACKGROUND CHECKS Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.

Company or Individuals (Name)

Electric Medic Inc

Address

207 Letter Park Dr Suite 2100

City, State, Zip Code

Knoxville TN 37922

Telephone Number

(865) 288-2100

Contractor License Number (If Applicable)

47487

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Anderson County Government. I hereby agree to release all criminal history and other required information to Anderson County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code annotated Section §§ 49-5-401 et seq.

Signature

Jimmy Byrge

Title

President

Printed Name:

Jimmy Byrge

Date

11-16-20

(Please Print Clearly)

(Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes

1.6 CONFLICT OF INTEREST: If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

1.7 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.8 NON-DISCRIMINATION: Contracted vendors will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.9 SAME AS OR EQUIVALENT TO: Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. Any designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid meets or exceeds the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

1.10 MULTIPLE BIDS/AWARDS: Anderson County may consider multiple bid awards.

1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b): Bids for which the total cost of the project is ~~twenty-five thousand dollars (\$25,000) or more~~, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

1.12 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.

1.13 BID AWARDS: Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

1.14 BIDDER'S MINIMUM QUALIFICATIONS: Bidders must have the resources and capability to provide the materials and services as described in the solicitation. Anderson County reserves the right to request additional information and/or material not specified as a bid requirement from any bidder to confirm qualifications.

1.15 DEBARMENT: By submitting a response to this solicitation, bidders are certifying that bidder is not currently debarred from doing business with any local or state Government or the Federal Government. Bidders shall provide documentation relating to any and all debarments that occurred within the last ten

years. The County will search the "System for Award Management" for federally excluded vendors before awarding a bid.

1.16 PROTEST: Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Committee, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

VENDORS PLEASE NOTE: ANDERSON COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.

1.17 DELIVERY: Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in the bid requirements.

1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Bidders must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.

1.19 VENDOR'S DEFAULT: Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

1.20 DUPLICATE COPIES: Vendors are to submit one original and at least one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.

1.21 DRUG-FREE WORKPLACE: Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors with five (5) or more employees that will be providing construction services are to return the provided written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.

1.22 COMPETITION INTENDED: It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Purchasing Agent must receive questions regarding the specifications or bid procedures no less than ninety-six (96) hours prior to the time set for the bid opening.

1.23 SCHOOL CAFETERIA BIDS: If this bid is for Anderson County School's Cafeteria Food Service Department, bidders must be in compliance with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires school and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to "Buy American" to the maximum extent practicable.

1.24 TERMINATION: Anderson County reserves the right to terminate contracts in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

1.25 OSHA SAFETY: The Vendor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

1.26 PERFORMANCE BOND: A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

1.27 BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

1.28 AWARD RESULTS: As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at www.vendorregistry.com. Individual notices are normally not mailed or e-mailed except to the successful vendor.

1.29 INDEMNIFICATION/HOLD HARMLESS: Vendor shall indemnify, defend, save and hold harmless Anderson County and, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

1.30 DECLARATIVE STATEMENT: Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.31 WAIVING OF INFORMALITIES: Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

1.32 APPROPRIATION: Funding for multi-year contracts are subject to budget appropriations. In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services of a contract, then that contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

1.33 ASSIGNMENT: Vendor shall not assign or sub-contract any agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

1.34 QUANTITIES: Anderson County does not guarantee quantities to be purchased off this bid.

1.35 UNIT PRICE: In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

1.36 MODIFICATION OR WITHDRAWAL OF BIDS: When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid

opening. The changes or withdrawal of the bids shall be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.

1.37 PRE-BID CONFERENCES: Attendance at Pre-bid Conferences is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative MUST be in attendance and sign the Pre-bid sign-in sheet in order to be considered for bid award.

1.38 ADDENDUM: § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addenda will be posted to the vendor registry up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. Addenda may change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

1.39 OWNERSHIP: All bids, once received, become property of Anderson County Government and will not be returned.

1.40 WEATHER AND COURTHOUSE CLOSINGS: In the event of a situation severe enough to necessitate the closing of Anderson County Government offices during a planned bid opening, vendors will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

1.41 IRAN DIVESTMENT ACT OF 2014: Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with Anderson County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>.

Katherine Ajmeri

From: Jay Yeager <jyeager@aclawdirector.com>
Sent: Wednesday, December 9, 2020 9:14 AM
To: Katherine Ajmeri
Subject: Charter Commission outside counsel contract
Attachments: Charter Commission Outside Counsel Agreement 120720.doc

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Katherine:

Attached, please find the contract for the Charter Commission to hire outside counsel. In my opinion, it needs to be approved by the County Commission since I doubt it can be completed within a year. When I get the fully executed contract back from Mr. Jarret and Chairman Stonecipher, I will send it over to you with a cover letter.

As always, thanks for all you do for us,

Jay

NOTE: This email may contain PRIVILEGED and CONFIDENTIAL INFORMATION and is intended only for the use of the specific individual(s) to which it is addressed. You are hereby notified that any unauthorized use, dissemination or copying of this email or the information contained in it or attached to it is strictly prohibited. If you received this email in error, please immediately notify the person named above by reply mail and delete this email message immediately.

**Professional Services Contract
Anderson County Charter Commission
Outside Counsel Agreement**

This Agreement is made on this the _____ day of December 2020 between Anderson County, Tennessee and its duly elected Charter Commission (hereinafter, jointly referred to as "County") and Joseph G. Jarret, Esq. (hereinafter, "Consultant") and for good and valuable consideration the parties agree as follows:

Consultant Services. Consultant agrees to provide services to the County in the form of professional legal services as follows:

- 1) Draft charter for presentation to citizens;
- 2) Consult and advise the Charter Commission on all aspects of charter construction and legal issues that may develop;
- 3) Meet with the Charter Commission when requested;
- 4) Assist with development of public educational information concerning the charter;
- 5) Provide status updates to the Charter Commission Chair when requested;
- 6) Identify legal issues and report to the Charter Commission Chair;
- 7) Provide legal assistance and expert witness testimony when needed;
- 8) Timely complete assignments as directed by the Chair;
- 9) Complete final draft of Charter by March 1, 2022;
- 10) Complete any other duties and assignments when requested by the Charter Commission Chair.

Standard of Performance. Consultant agrees to perform the scope of services in a manner consistent with Attorney Ethical Standards, Board of Professional Responsibility Rules and compliant with Tennessee law.

Term. The term of this agreement shall begin on the date first written above and end on completion of all duties requested by the Charter Commission Chair.

Consultant Compensation. Consultant shall be paid by County for the Consultant Services within thirty (30) days of invoicing from Consultant. The compensation to consultant shall be calculated by lump sum and shall be at a rate of Ten Thousand Dollars (\$10,000.00) for completion of the entire project and scope of services within the timeframe specified herein. Upon full execution of this Agreement Consultant will be entitled to a Two Thousand Dollar (\$2,000.00) retainer fee leaving a balance of Eight Thousand Dollar (\$8,000.00) to be paid as instructed by the Chair. Consultant shall not receive additional compensation for expenses of travel, hotel, food, etc. unless prior approval is provided by the Chair. Progress payments may be approved by the Chair when requested by the Consultant and upon application to the County Finance Department.

Default. In the event of default of any party hereto, any non-defaulting party may bring suit against the other to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including the reasonable attorney's fees and the costs associated the default.

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

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

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

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

Cancellation. In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be canceled by the other party with cause on thirty (30) days written notice to the other in the event the breach, default or failure is not cured during that time.

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

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

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

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

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

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

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

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Consultant:

County:

By: _____
Joseph G. Jarret

By: _____
V.L. Stonecipher, Chair, Charter Comm.

Date: _____

Date: _____

Approved as to Form:

Administrative Approval

County Attorney

Robby Holbrook, Interim Finance Director

Katherine Ajmeri

From: Jay Yeager <jyeager@aclawdirector.com>
Sent: Tuesday, November 24, 2020 10:58 AM
To: cf3533@msn.com; CC - Tracy Wandell; Robert Jameson; 'rick@andersoncountychamber.org'; Denver Waddell; Josh Anderson; Shain Vowell; 'Timothy Isbel (isbelt@ymail.com)'; 'Robert McKamey (robertmckamey@comcast.net)'; Jerry White; Steven Mead; Catherine Denenberg; Theresa Scott; JERRY CREASEY; Bob Smallridge; Phil Yager; Robert Jameson
Cc: Terry Frank; Robby Holbrook; Katherine Ajmeri; Annette Prewitt
Subject: New Wolf Valley Convenience Center

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Commissioners:

The property owner has accepted our offer. They are preparing the contract and will forward it soon. We will need to send the agent \$5,000 in earnest money and I will work with Robby to get that done quickly.

Thank you Commission, Mayor and all the endless work from Commissioner McKamey,
Jay

NOTE: This email may contain PRIVILEGED and CONFIDENTIAL INFORMATION and is intended only for the use of the specific individual(s) to which it is addressed. You are hereby notified that any unauthorized use, dissemination or copying of this email or the information contained in it or attached to it is strictly prohibited. If you received this email in error, please immediately notify the person named above by reply mail and delete this email message immediately.

**PURCHASE AND SALE AGREEMENT
AMERIGAS PROPANE, L. P., AS SELLER, AND ANDERSON COUNTY,
TENNESSEE, AS PURCHASER**

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made this ___ day of December, 2020, by and between **AMERIGAS PROPANE, L.P.**, a Delaware limited partnership, successor by name change and merger to Cornerstone Propane, L.P., a Delaware limited partnership (hereinafter referred to as the "AmeriGas" or "Seller"), having its headquarters at 460 North Gulph Road, King of Prussia, PA 19406, and **ANDERSON COUNTY**, a Tennessee governmental entity (hereinafter referred to as the "Purchaser"), having its headquarters at _____.

WITNESSETH

WHEREAS, Seller and Purchaser desire to set forth in writing the terms and conditions under which Seller would sell, and Purchaser would buy, the Property, as that term is defined below in this Agreement.

NOW, THEREFORE, in consideration of the premises, covenants, terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, Seller and Purchaser, intending to be legally bound, hereby agree as follows:

1. **Premises.** Subject to the terms and conditions set forth in this Agreement, Purchaser agrees to buy, and Seller agrees to sell, all that tract or parcel of land, with such improvements as are located thereon and generally described as follows:

**2520 E. WOLF VALLEY ROAD, CLINTON, ANDERSON COUNTY,
TENNESSEE**

PARCEL NO. 1 89 89 67.01 000 0

(together with all plants, trees, and shrubbery now a part thereof and all appurtenances thereto, including any and all fencing, existing buildings, sheds or warehouses, concrete piers (or piers made of other materials) that support large propane storage tanks and all related above-ground and below-ground piping, loading docks, heating, plumbing and wiring systems, if any, currently on said parcel or attached to said buildings), bearing the legal description set forth on **Exhibit A** hereto (hereinafter collectively referred to as the "Property"). Unless set forth otherwise herein, any propane tank(s) located on the Property that are utilized solely to provide heat to any structures on the Property ("Propane Heating Tank(s)") are not part of the sale and shall remain

the property of AmeriGas after the Closing and Purchaser shall have the option, upon written notice to AmeriGas prior to Closing, to either: a) enter into a propane service agreement with AmeriGas for the provision of propane to the Heating Tank(s) after Closing or b) decline to enter into such an agreement in which event, AmeriGas will remove the Heating Tank(s) prior to Closing. In the event AmeriGas and the Purchaser agree that AmeriGas will sell the Heating Tank(s) to the Purchaser at the time of Closing, a Bill of Sale will be executed between the Seller and Purchaser to convey the Heating Tank(s) at Closing and the parties hereby agree to pro-rate the value of any propane remaining in the Heating Tank(s) at Closing. Additionally, specifically excluded from the term "Property" and the scope of this Agreement, however, is the following: (a) personal property of Seller consisting of all above ground liquefied petroleum gas ("LP Gas") tanks, cylinders, parts and fittings and related equipment, and all other personal property presently or as of the Closing Date located on the Property; (b) any property tax refunds or rebates for periods accruing prior to the Closing; (c) insurance claims existing as of the Closing Date; and (d) any claims against tenants of the Property existing as of the Closing Date.

2. **Purchase Price, Method of Payment and Escrow.**

(a) **Purchase Price and Method of Payment and Escrow.** The purchase price for the Property is **ONE HUNDRED THOUSAND AND NO/HUNDREDTHS U.S. DOLLARS (\$100,000.00) (the "Purchase Price")**. Purchaser's obligation to close shall not be contingent upon Purchaser's ability to obtain financing. Purchaser will pay the Purchase Price to Seller as follows:

(i) **Deposits and Escrow.** Within three (3) business days of the execution of this Agreement by both parties, Purchaser and Seller shall open an escrow with the Escrow Holder and Purchaser will deposit with the Escrow Holder a sum of **FIVE THOUSAND AND NO/HUNDREDTHS U.S. DOLLARS (\$5,000.00) (the "Deposit")**. The Deposit, and all accrued interest thereon, shall be applicable to the Purchase Price and remain in escrow until the Close of Escrow. Time is of the essence for making of the Deposit and, if the Deposit is not timely deposited with Escrow Holder, Seller may terminate this Agreement upon notice to Purchaser.

(ii) **Disposition of Deposit.** Upon the expiration of the Feasibility Period, the Deposit shall be deemed non-refundable to the Purchaser (except in the event of a Seller default) but shall be applicable to the Purchase Price.

(b) **Escrow Holder.** The escrow holder for this transaction shall be _____ ("Escrow Holder" and "Title Company") at their offices located at _____, _____ being the escrow officer.

3. **Close of Escrow and Possession.**

(a) The close of escrow (the “Close of Escrow” or “Closing”) shall occur on or before ten (10) days following the expiration of the Feasibility Period.

(b) Except with regard to the Title Policy (as defined in Section 5 below), or as otherwise provided in this Agreement, Purchaser and Seller shall pay closing costs and escrow fees in accordance with the custom of the county in which the Property is located, as reasonably determined by the Escrow Holder. Notwithstanding, the parties agree to split the cost of any deed transfer taxes and the escrow closing costs.

(c) Real estate taxes assessed on said Property for any prior fiscal tax year and remaining unpaid shall be paid by Seller. All real estate taxes and assessments, municipal, county or otherwise, for the current fiscal tax year in which the sale is closed shall be prorated as of the date of the Close of Escrow.

(d) Purchaser and Seller agree (1) to comply with, and (2) to execute and deliver such certifications, affidavits, and statements as are required at the Close of Escrow in order to meet the requirements of Internal Revenue Code Section 1445 (Foreign/Non-Foreign Sellers).

(e) Possession of the Property shall be delivered to Purchaser at the Close of Escrow.

(f) In the event Seller requires additional time after the Close of Escrow to complete its removal of its propane storage tanks and related equipment and personal property, Seller and Purchase agree to enter into a post-closing Site Access Agreement substantially in the form attached hereto as Exhibit C.

4. **Title.** At the Closing, Seller agrees to convey to Purchaser any right, title or interest it has or may have to said Property. Conveyance shall be by special/limited warranty deed free of liens made by Seller and in a form acceptable for recording with the appropriate county office. Purchaser agrees to accept conveyance of the Property subject to all standard ALTA title insurance policy exceptions, any and all recorded or unrecorded easements, encroachments, zoning and land use restrictions and ordinances, restrictions, covenants, conditions, leases or other encumbrances (the “Permitted Exceptions”), unless Purchaser determines, and gives Seller timely notice of objection as required by Section 5 below that such easements, encroachments, zoning and land use restrictions and ordinances, restrictions, covenants, conditions, leases or encumbrances materially, adversely affect the Purchaser’s intended use of the Property. Purchaser’s intended use of the Property shall be _____ (the “Project”).

It is expressly understood that the deed to the Property shall also contain a restriction that shall run with the land, and bind Purchaser and all successive owners of the Property, prohibiting the operation of a LP-Gas sales, storage and/or distribution facility on the Property in the following form:

“The above described property is further subject to a restrictive covenant that shall run with the land prohibiting the operation of a liquefied petroleum gas sales, storage and/or distribution facility on said property in perpetuity, or in the alternative for the maximum period of time permissible by applicable law. The foregoing restrictive covenant shall not, however, prohibit or restrict the use or storage of liquefied petroleum gas for the sole consumption by the owner or individual in possession of said property”.

5. **Title Examination.** Upon the opening of Escrow, the Title Company shall prepare a preliminary report of title (“Preliminary Title Report”) and send the Preliminary Title Report to both Purchaser and Seller along with full copies of all exceptions listed in Schedule B of the Preliminary Title Report. Within ten (10) days after receipt of said Preliminary Title Report, Purchaser shall furnish to the Seller a written statement of objections, if any, affecting the insurability of title to the Property at regular title company rates. Seller may undertake within the Feasibility Period to satisfy all valid objections, however, Seller shall not be required to take any actions or incur any costs to cure such objections. If Seller fails to satisfy such valid objections during the Feasibility Period, then, at the option of Purchaser evidenced by written notice to Seller, this Agreement shall be terminated, and Purchaser shall be entitled to the return of the Deposit held in escrow as its sole remedy. If Purchaser fails to terminate this Agreement prior to the expiration of the Feasibility Period or within ten (10) days after Seller notifies Purchaser that Seller cannot or will not satisfy the objections, whichever is earlier, then Purchaser shall be deemed to have waived any and all title objections. **Purchaser will pay for the Title Company to issue a standard coverage ALTA policy of title insurance in the amount of the Purchase Price.** Purchaser may obtain extended coverage or endorsements to the ALTA policy so long as Purchaser pays the additional title premium or all other costs associated with the issuance of the extended policy coverage (including the survey and any endorsements as may be desired by Purchaser). The title insurance policy will be subject only to those matters and Permitted Exceptions approved by the Purchaser during the Feasibility Period (the “Title Policy”).

6. **Feasibility Period.** The feasibility period shall begin on the later of (i) the date that Escrow Holder has notified both parties in writing of Escrow Holder’s receipt of a fully executed copy of the Purchase and Sale Agreement, or (ii) the date of Purchaser’s receipt of the Documents (as defined below), and **shall end on the date this is sixty (60) days thereafter (the “Feasibility Period).** **Provided however, that Purchaser reserves the right to waive the inspection period and close early.** Purchaser shall have until the end of the Feasibility Period to approve or disapprove all matters relating to the Property. At any time during the Feasibility Period, Purchaser may terminate this Agreement and in that event, Purchaser will have no further obligation to make any deposits or proceed any further with the purchase of the Property, but Purchaser shall remain obligated for those obligations that survive the termination of this Agreement.

(a) **Delivery of Documents.** **Within five (5) business days after full execution of this Agreement,** Seller shall deliver to Purchaser complete, accurate and legible (hard and electronic) copies of all documents concerning the Property that are in Seller’s possession or control, including, but not limited to, maps, drawings, surveys, engineering, environmental, geotechnical or other studies, investigations or reports, permits, approvals, specific plans and/or environmental impact reports, if any, as applicable, Phase I or II environmental

assessments, if any, as applicable, and other entitlement documents: property tax bills; notices of any violation of any governmental statute, ordinance, rule or regulation (collectively, the "Documents"). Purchaser acknowledges that many of the Documents were prepared by or obtained from third parties, and therefore, Seller makes no representations or warranties of any kind regarding the accuracy, thoroughness or completeness of or conclusions drawn in or the information contained in such third party Documents, if any, relating to the Property. Purchaser hereby waives any and all claims against Seller arising out of the accuracy, completeness, conclusions or statements expressed in such third party Documents so furnished. Notwithstanding the above definition of Documents, Seller shall not be required to deliver or make available to Purchaser Seller's internal memoranda, attorney-client privileged materials, appraisals and economic evaluations of the Property, and reports regarding the Property prepared by Seller or its affiliates solely for internal use. Purchaser acknowledges that any and all of the Documents that are not otherwise known by or available to the public are proprietary and confidential in nature and will be delivered to Purchaser solely to assist Purchaser in determining the feasibility of purchasing the Property. Unless and until the Closing occurs, Purchaser agrees not to disclose such non-public Documents, or any of the provisions, terms or conditions thereof, to any party outside of Purchaser's organization other than its agents, consultants, representatives, lenders and financial partners and their agents, consultants and representatives. Purchaser shall return or destroy all of the Documents, on or before three (3) business days after the first to occur of (i) such time as Purchaser notifies Seller in writing that it shall not acquire the Property, or (ii) such time as this Agreement is terminated for any reason. This Subsection 6(a) shall survive any termination of this Agreement. Subject to Section 22 below, Purchaser may contact local agencies to confirm issues pertaining to the Property, but Purchaser and Purchaser's Agents shall afford a representative of Seller the opportunity to be present at any meetings with public officials regarding the Project and shall copy Seller on all correspondence with local agencies and authorities pertaining to the Project.

(b) **Property Studies.** During the Feasibility Period, Purchaser and its employees, agents, contractors, consultants, surveyors and inspectors (the "Purchaser's Agents"), at Purchaser's sole risk and expense shall have the right to enter the Property, upon prior notice to the Seller and at reasonable times during normal business hours, to conduct physical inspections, survey, and studies of the Property (including, but not limited to, geotechnical studies and non-invasive Phase I environmental assessments) to determine the physical condition of the Property, and to conduct economic feasibility and cost studies and any other studies considered appropriate by the Purchaser as well as for the purpose of evaluating the Property's suitability for Purchaser's intended use (the "Work"). Purchaser shall not conduct any environmental assessments, soil studies, or invasive testing, including any Phase II environmental assessment, without the prior consent of the Seller. In connection therewith, Purchaser must submit a plan of work for such assessments, testing, studies or Phase II environmental assessment ("Plan of Work") for Seller's approval, such approval not to be unreasonably withheld, conditioned or delayed. The Plan of Work shall include the requirements as listed on **Exhibit B** attached hereto and the work conducted on such Plan of Work shall be included in the "Work" as defined in this section. Seller shall have the right, in its discretion, to accompany Purchaser or Purchaser's Agents during any entry upon the Property.

Prior to entering the Property to conduct any inspections or tests, Purchaser shall obtain and maintain, at Purchaser's sole cost and expense, and shall deliver to Seller evidence of, Worker's Compensation insurance in compliance with the appropriate state and federal laws

and regulations in which Purchaser or Purchaser's agent operate; Employers Liability insurance with limits of \$1,000,000 per occurrence; and Commercial General Liability insurance from an insurer reasonably acceptable to Seller, in the amount of Two Million and No/100 Dollars (\$2,000,000.00) combined single limit for personal injury and property damage per occurrence, such policy to name Seller as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by Purchaser or Purchaser's Agents in connection with such inspections and tests. Purchaser shall grant Seller a waiver of subrogation on all policies required herein.

Purchaser and Purchaser's Agents will abide by all applicable safety rules and will ensure that any Work conducted at the Property will be done in strict compliance with any plans approved by Seller and in a manner that minimizes any disruption to Seller's business activities.

Purchaser represents and warrants that Purchaser and Purchaser's Agents shall perform all Work in accordance with any and all applicable federal, state and local laws and regulations. All Work shall be performed by personnel qualified to perform the Work and in accordance with accepted practices. Purchaser shall promptly pay when due the costs of all Work done with regard to the Property and not permit any liens to attach to the Property by reason of the Work.

Purchaser shall repair any damage caused by the Work and restore the Property to its pre-Work condition. Purchaser shall, and does hereby agree to indemnify, defend and hold Seller and Seller's partners, officers, directors, employees, agents, attorneys and their respective successors and assigns, harmless from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees) relating to death or injury to any person or loss or damage to any property (including the Property) arising out of the Work and Purchaser's or Purchaser's Agents' actions taken in, on or about the Property. Purchaser's indemnity obligations shall survive the Closing or the termination of this Agreement.

Purchaser shall provide Seller with a copy of any and all surveys, appraisals and reports produced by Purchaser or Purchaser's Agents, including but not limited to Purchaser's environmental consultant, that relate to the Work. Where the Deposit is to be returned to Purchaser, the Escrow Holder shall not return the Deposit until Purchaser has delivered to Seller all such materials relating to the Work, together with a certification signed by Purchaser's officer that all such materials have been delivered to Seller and that Purchaser has returned or destroyed all of the Documents, in each case as required by this Agreement.

Except as required by law, Purchaser agrees that neither it nor Purchaser's Agents will, without the prior written consent of Seller, disclose or permit any director, officer, employee, agent or representative to disclose, to any person other than to the then present directors, officers or employees of Seller, or any parent corporation thereof, the existence, nature or results of the Work conducted hereunder. If required to disclose such information by law, Purchaser will

provide Seller with immediate notice of the disclosure, copies of all information disclosed in writing and a report of all information disclosed orally.

In the event that the inspection(s) or investigation(s) reveal a condition on, upon, under or in the Property, or with regard to Purchaser's intended use, which is unacceptable to Purchaser, Purchaser shall provide Seller with a copy of the inspection(s) or investigations(s) report(s) and provide written notice of such condition within ten (10) days of the receipt of the results or report or before expiration of the Feasibility Period, whichever is earlier. Upon such notice, either Purchaser or Seller may elect to terminate this Agreement by notice to the other, and in such event Purchaser's Deposit shall be returned to Purchaser as Purchaser's sole remedy. In the absence of written notice from the Purchaser as to an unacceptable condition regarding the Property but upon receipt of a copy of the inspection(s) or investigations(s), Seller may elect to terminate this Agreement by notice to the Purchaser and in such event, Purchaser's Deposit shall be returned to Purchaser as Purchaser's sole remedy. In the event that this Agreement is terminated pursuant to the terms hereunder, neither Seller nor Purchaser shall have any continuing obligations thereunder, except as provided for herein with regard to restoration of the Property, the non-disclosure obligations, and any other obligations that specifically survive termination of this Agreement. Seller shall not be obligated for purposes of this transaction to cure or remediate any unacceptable condition on or in the Property.

7. **Condition of Property.** It is understood and agreed that the Property is offered, and at Closing will be transferred and conveyed by Seller, and accepted by Purchaser, in "AS IS, WHERE IS, WITH ALL FAULTS" condition. It is expressly agreed that Seller has not made and makes no representations or warranties, nor is any agent or broker authorized to make any representations or warranties, regarding the condition of the Property, fitness for a particular use, or that the Property complies with federal, state or local governmental laws or regulations, including, but not limited to environmental laws and regulations applicable to the Property or its uses. Purchaser hereby acknowledges that Purchaser has agreed to inspect the Property and has agreed to purchase it in its present condition as a result of such inspection and not because of or in reliance upon any statements made by Seller, or any other officer, partner, employee or agent of Seller. Purchaser, by closing on the Property shall be deemed to have accepted the Property in its "AS IS, WHERE IS, WITH ALL FAULTS" condition. As of the Closing Date, Purchaser on behalf of itself and its successors and assigns waives its right to recover from, and forever releases and discharges, Seller, Seller's affiliates, Seller's property manager, the beneficiaries of the trust of which Seller is trustee, and Seller's employees, attorneys and agents, of each of them, and their respective heirs, successors, personal representatives and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (i) the physical condition of the Property, (ii) the condition of title to the Property, (iii) the presence on, under or about the Property of any hazardous substances, toxic wastes, or undesirable substances, (iv) the Property's compliance with any applicable federal, state or local law, rule or regulation, or (v) any other aspect of the Property. This Section 7 shall survive Closing or termination of this Agreement.

8. **Disclaimer.**

(a) Purchaser acknowledges that Purchaser has not relied upon the advice or representations, if any, of Seller or any of Seller's advisors or representatives, relative to the legal and tax consequences of this Agreement in the sale of the Property; the terms and conditions of the financing; the purchase and ownership of the Property; the availability of utilities to the Property; the investment potential or resale value of the Property; the availability and ownership of any amenity package, if applicable; restrictive covenants and architectural controls; or any other system or condition. Purchaser acknowledges that if such matters have been of concern, Purchaser has sought and obtained independent advice relative thereto.

(b) Purchaser acknowledges that various substances used in the construction of the improvements on the Property or otherwise located on the Property may now or in the future be determined to be toxic, hazardous or undesirable and may need to be specially treated, handled and/or removed from the Property. Persons who have an interest in the Property may be required by law to undertake the clean-up of such substances. Purchaser acknowledges (1) that Seller has no expertise with respect to toxic wastes, hazardous waste or substances (as defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or in the Resource Conservation and Recovery Act of 1976, as amended) or undesirable substances, (2) that such substances can be extremely costly to correct and remove, (3) that Seller has made no investigations or representations with respect to such substances, and, (4) that Seller shall have no liability to Purchaser regarding the presence of said substances on the Property. Purchaser's waiver and release of Seller under Section 7 above extend to any claim, rights of action or suits relating to the presence of any hazardous substances, toxic wastes, or undesirable substances on the Property, and survive the termination of this Agreement or the Closing irrespective of the passage of time.

9. **Seller's Representations and Warranties.**

(a) As of the date hereof, Seller represents and warrants to, and covenants with, Purchaser as follows:

(1) Seller has no actual knowledge of any litigation, proceeding or other action pending or threatened against or relating to the Property. Except as otherwise disclosed by Seller in written notice to Purchaser within seven (7) business days following the full execution of this Agreement by Purchaser and Seller pursuant to Subsection 6(a) above, Seller has no actual knowledge of receipt from any governmental authority of written notice that the Property is now (A) in violation of any applicable federal, state or local law, code or other requirement, or (B) in default with respect to any judgment or decree, at law or in equity, in any court or before any governmental department, commission, board, bureau, agency or instrumentality.

(2) Seller's has no actual knowledge of any material inaccuracies contained within the Documents delivered to Purchaser pursuant to Section 6 above.

(3) To Seller's actual knowledge, except as disclosed to Purchaser pursuant to Section 6 above, at the time of the Close of Escrow there will be no outstanding written or oral contracts made by Seller for any improvements to the Property which have not been fully paid for and Seller shall cause to be discharged all mechanics' and materialmen's liens arising from any labor or materials furnished to the Property at Seller's request prior to the time of the Close of Escrow.

(4) To Seller's actual knowledge, (i) there are no condemnation, zoning or other land-use regulation proceedings either instituted or to be instituted, which would detrimentally affect the Property; and (ii) there is no litigation pending or threatened against Seller that arises out of the ownership of the Property or that might detrimentally affect the value, ownership, use or operation of the Property or the ability of Seller to perform its obligations under this Agreement. Seller shall notify Purchaser promptly of any such proceedings or litigation of which Seller becomes aware.

(5) To Seller's actual knowledge, there are no obligations in connection with the Property which will be binding upon Purchaser or will affect the Property after the Close of Escrow, and there are no assessments or bonds assessed or proposed to be assessed, against the Property, except matters which are set forth in the Preliminary Title Report and/or the real property tax bills for the Property. To Seller's actual knowledge, there are no existing or proposed easements, covenants, restrictions, agreements or other documents which affect title to the Property and which are not disclosed by the Preliminary Title Report.

(6) Seller is a limited partnership, duly organized, validly existing and in good standing under the laws of the State of Delaware and authorized to do business in the State of Tennessee. This Agreement and all documents executed by Seller which are to be delivered to Purchaser at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Seller, are and at the time of Closing will be legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms, are and at the time of Closing will be sufficient to convey title (if they purport to do so), and do not and at the time of Closing will not to the best of Seller's knowledge violate any provision of any agreement or judicial order to which Seller or the Property is subject. Seller has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(7) Seller has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in any of the Property.

(8) No tenants, occupants, or any other party (other than Seller) are entitled to possession or occupancy of the Property. From and after the Effective Date, Seller shall not enter into any agreement regarding the occupancy or use of the Property without first obtaining Purchaser's consent, which consent may be withheld in Purchaser's sole and absolute discretion.

(9) Seller is not: (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (“OFAC”) pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (“Order”) and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) listed on any list or qualification of “Designated Nationals” as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the un repealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 as-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the “Orders”); (vi) engaged in activities prohibited in the Orders; or (vii) (and has not been) convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

(b) Seller shall promptly notify Purchaser in writing, if, after the Execution Date and prior to the Closing, any event occurs or condition exists which renders any of Seller’s representations and warranties untrue or misleading (the “Representation Notice”); and if such Representation Notice is delivered prior to the expiration of the Feasibility Period, Purchaser may extend the Feasibility Period in accordance with Section 12 below. If Seller elects to do so (which election shall be stated in the Representation Notice), Seller shall have a period of five (5) business days from the date of the Representation Notice to cure such changed circumstances (and the Closing Date shall, to the extent applicable, be extended to accommodate such cure period). If Purchaser determines (through a Representation Notice or otherwise) prior to Closing that there is a breach of or change in condition with respect to any of the representations and warranties made by Seller above that is unacceptable to the Purchaser, then Purchaser may, at its option, by delivering to Seller written notice of its election either (1) terminate this Agreement or (2) waive such breach or changed condition and proceed to Closing with no adjustment in the Purchase Price and Seller shall have no further liability as to such matter. If Purchaser terminates this Agreement under clause (1) of the preceding sentence where the breach of any of Seller’s representations and warranties are due to the fault of Seller, the Deposit shall be refunded to Purchaser and Purchaser shall have the remedies under Section 14 below; and in all other cases of termination under such clause (1) the Deposit shall be refunded to Purchaser and neither Purchaser nor Seller shall thereafter have any other rights to purchase or sell the Property. In furtherance thereof, subject to the requirements of this Subsection 9(b), Seller shall have no liability with respect to any of the foregoing representations and warranties or any representations and warranties made in any other document executed and delivered by Seller to Purchaser, to the extent that, prior to the Closing, Purchaser discovers or learns of information (from whatever source, including, without limitation

the property manager, as a result of Purchaser's due diligence tests, investigations and inspections of the Property, or disclosure by Seller or Seller's agents and employees) that contradicts any such representations and warranties, or renders any such representations and warranties untrue or incorrect, and Purchaser nevertheless consummates the transaction contemplated by this Agreement.

(c) All representations, warranties and covenants by the Seller contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and, subject to Subsection 9(b) above, again at the Close of Escrow, shall be deemed to be material, and shall survive the Closing for a period of twelve (12) months. However, any action, suit or proceeding with respect to the truth, accuracy or completeness of the representations and warranties must be commenced, if at all, within twelve (12) months after Closing, and, if not commenced by such date, thereafter such representations and warranties shall be void and of no force or effect.

(d) For purposes of this Agreement and any document delivered at Closing, whenever the phrase "to Seller's knowledge", or words of similar import are used, they shall be deemed to refer to the current, actual, conscious knowledge only of Jonathan King (the "Knowledge Person(s)"), and not any implied, imputed or constructive knowledge, without any independent investigation having been made or any implied duty to investigate, of the Knowledge Person(s). The Knowledge Person(s) are identified as such only because they are the persons in Seller's organization who are most knowledgeable about the Property and they shall have no liability whatsoever under this Agreement.

10. Purchaser's Representations and Warranties.

(a) As of the date hereof, Purchaser represents and warrants to, and covenants with, the Seller as follows:

(1) Purchaser is a governmental entity or authority duly organized under the laws of the State of Tennessee. Purchaser has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations hereunder, and all requisite action necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder have been, or by the Close of Escrow will have been, taken. The person signing this Agreement on behalf of Purchaser is authorized to do so.

(2) The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and compliance with the terms of this Agreement will not conflict with or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under any written document, instrument or agreement to which Purchaser is a party or to Purchaser's knowledge by which Purchaser is bound.

(3) Purchaser is not: (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("Order") and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) listed on any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 as-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (vi) engaged in activities prohibited in the Orders; or (vii) (and has not been) convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

(4) Purchaser is not a "plan" nor a plan "fiduciary" nor an entity holding "plan assets" (as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service, "ERISA") nor an entity whose assets are deemed to be plan assets under ERISA and that Purchaser is acquiring the Property for Purchaser's own personal account and that the Property shall not constitute plan assets subject to ERISA upon conveyance of the Property by Seller and the closing of this Agreement between Purchaser and Seller. Seller shall not have any obligation to close the transaction contemplated by this Agreement if the transaction for any reason constitutes a prohibited transaction under ERISA or if Purchaser's representation is found to be false or misleading in any respect.

(b) All representations, warranties and covenants by the Purchaser contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Close of Escrow, shall be deemed to be material, and shall survive the Closing.

11. **Conditions Precedent to Close of Escrow.** The following are conditions precedent to Purchaser's obligation to purchase the Property (each, a "Condition Precedent", and collectively, the "Conditions Precedent"). The Conditions Precedent are intended solely for the benefit of Purchaser and may be waived only by Purchaser in writing. In the event of the failure of the satisfaction of any Condition Precedent prior to or at the Close of Escrow, Purchaser shall

have the right, but not the obligation, to terminate this Agreement; and, in the event of which termination, the Deposit shall be returned to Purchaser and neither party shall have any further rights or obligations under this Agreement, except under provisions of this Agreement expressly stated to survive the termination of this Agreement.

(a) Except as may be disclosed to or otherwise discovered by Purchaser during the Feasibility Period, the Property does not contain any environmental contamination.

(b) Except as may be disclosed to or otherwise discovered by Purchaser during the Feasibility Period, the existing structure on the Property complies with all city and county codes necessary to allow Seller's current use.

(c) Other than the other Conditions Precedent stated herein, there are no other factors that could materially impact the economic feasibility or economic value of the Project that were not known to or reasonably discoverable by Purchaser before the end of the Feasibility Period.

(d) It shall be a condition to the Close of Escrow in favor of the Purchaser that no lawsuit, administrative appeal, judicial challenge, or filing of application for referendum of any approval necessary for Purchaser's development of the Project (collectively "Challenge") shall have been initiated, be in effect, or be pending as of the Close of Escrow, and that no moratoriums imposed or announced by any governmental entity or authority having jurisdiction over the Property or Purchaser's development thereof, or utility provider that would result in restricting, delaying or denying permits necessary for the development, construction, use or occupancy of the Property (collectively "Moratorium"). If there is a Moratorium or Challenge in effect or pending on the date of the scheduled Close of Escrow, Seller shall have the option of extending the Close of Escrow date until ten (10) days after the Moratorium is terminated and any Challenge is fully and finally resolved without further ability to appeal, as reasonably determined by the Purchaser.

(e) All of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct in all material respects when made and shall be true and correct as of the Close of Escrow.

(f) Seller shall have complied with all of Seller's duties and obligations contained in this Agreement.

(g) Purchaser shall have received the unconditional commitment of the Title Company to issue a title policy upon the Close of Escrow in the form approved by Purchaser prior to the expiration of the Feasibility Period.

(h) After the expiration of the Feasibility Period and prior to the Close of Escrow, there shall be no material adverse change in the physical condition of the Property or the matters reviewed and approved by Purchaser during the Feasibility Period.

(i) Purchaser shall have obtained approval of this Agreement from the required boards or officers of the government of Anderson County, Tennessee.

12. **New Information.** If, prior to the expiration of the Feasibility Period, the parties discover information that was not previously revealed in the Documents or that is inconsistent with the Conditions Precedent, then the Feasibility Period shall, at Purchaser's election, be extended for an additional thirty (30) day period, during which time Purchaser shall evaluate such new information impacting such Conditions Precedent.

13. **Destruction of Property and Insurance.** Should the Property be destroyed or substantially damaged before time of the Close of Escrow, Seller shall, after learning of such destruction or substantial damage, promptly notify the Purchaser or Broker, if any. At the election of Purchaser (a) this Agreement may be terminated and the Deposit held in escrow returned to Purchaser as its sole remedy, or (b) Purchaser may consummate this Agreement and receive the proceeds of any insurance, if any, as and when such proceeds are paid on the claim of loss relating to said damage or destruction up to the amount of the Purchase Price. This election is to be exercised within ten (10) days after Purchaser has been notified in writing by Seller of the amount of insurance proceeds, if any, Seller expects to receive on the claim of loss; provided, however, that the parties hereto acknowledge and agree that Seller shall not, by the delivery of such a writing, be (x) deemed to be representing or warranting to Purchaser that amount of proceeds actually paid with respect to said claim of loss will be commensurate with or equal to the amount of proceeds estimated in said writing or (y) liable to Purchaser in the event that the amount of proceeds actually paid with respect to said claim of loss is less than the amount of proceeds estimated in said writing. If Purchaser fails to make such election within the time period provided herein, Seller, at its sole option, may terminate this Agreement or proceed to the Close of Escrow. In the event Seller elects the latter, Purchaser shall accept the Property without abatement of the Purchase Price, but Purchaser shall be entitled to any and all insurance proceeds payable on such claim of loss up to the amount of the Purchase Price.

14. **Default.**

(a) In the event of a default by Seller, this Agreement shall not be terminated automatically, but only upon delivery to the Escrow Holder and Seller of written notice of termination by the Purchaser. Upon notice to the Escrow Holder and Seller from Purchaser terminating this Agreement: (i) Escrow Holder shall immediately return to Purchaser the Deposit as Purchaser's sole and exclusive remedy, and neither party shall have any further liability or obligation under this Agreement except for those provisions that are stated herein to survive termination of the Agreement, or (ii) Purchaser shall be entitled to pursue judicial action seeking specific performance.

(b) In the event of a default by Purchaser, this Agreement shall not be terminated automatically, but only upon delivery to the Escrow Holder and Purchaser of written notice of termination by Seller. Upon notice to the Escrow Holder and Purchaser from Seller terminating this Agreement: (i) Escrow Holder shall immediately pay to Seller the Deposit as liquidated damages and as Seller's sole and exclusive remedy, and neither party shall have any further liability or obligation under this Agreement except for those provisions that are stated herein to survive termination of the Agreement, or (ii) Seller shall be entitled to pursue any rights or remedies under law or in equity.

15. **Interpretation and Time is of the Essence.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement. Time is of the essence in each provision of this Agreement in which time is an element.

16. **Successors and Assigns.** Subject to Section 17 below, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors and permitted assigns.

17. **Transfer or Assignment.** Seller may assign or transfer this Agreement to any parent, subsidiary or affiliate, or to any person or entity acquiring all or substantially all of its stock, partnership units or assets without the prior written consent of Purchaser. Seller may also collaterally assign this Agreement for security purposes without the consent of the Purchaser. Purchaser may assign its rights under this Agreement to an entity affiliated with the Purchaser upon not less than ten (10) days prior written notice to Seller or, with the written approval of the Seller, to an unaffiliated third party with the financial strength equal to or greater than Purchaser's and which has the financial capability to satisfy the obligations of this transaction. For purposes of the preceding sentence, an "affiliate" of Purchaser must be (and until Closing remain) an entity that controls Purchaser, is controlled by Purchaser or is under common control with Purchaser. No assignment or other transfer will relieve Seller or Purchaser of its primary responsibility for performance under this Agreement, and any assignee or transferee shall be deemed to have assumed and agreed to fully perform all obligations of the assignor or transferor.

18. **Terminology and Captions.** All pronouns, singular or plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Agreement" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter", and the like mean this Agreement in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings hereof are for reference and convenience only and do not enter into or become a part of the context.

19. **Notice.** All notices and other communications required or permitted herein shall be in writing and delivered personally or by overnight courier or mailed by registered or certified mail

(with copies sent by facsimile or e-mail) to the respective party's address as set forth herein below, or at such other address as either Party shall hereafter designate by like notice, which notices shall be deemed to have been given on the date of delivery thereof:

To Seller: AmeriGas Propane, L.P.
460 North Gulph Road
King of Prussia, PA 19406
Attn: Jonathan King, Manager of Real Estate Sales
Telephone: 610-337-7000 ext 3605
Fax: 610-992-3253
e-mail: Jonathan.King@amerigas.com

With a copy to: AmeriGas Propane, L.P.
460 North Gulph Road
King of Prussia, PA 19406
Attn: Sharon McGrenrey, Law Department
Telephone: 610-768-3626
Fax: 610-992-3258
e-mail: mcgrenreys@ugicorp.com

To Purchaser: Anderson County

Attn: _____
Telephone: _____
Fax: _____
e-mail: _____

With a copy to: _____

Attn: _____
Telephone: _____
Fax: _____
e-mail: _____

To Escrow Holder: _____

Attn: _____
Telephone: _____
Fax: _____
e-mail: _____

To Title Company: _____

Attn: _____

Telephone: _____
Fax: _____
e-mail: _____

To Direct Referring Broker: CBRE, Inc.
555 Lancaster Ave, Ste. 120
Radnor, PA 19087
Attn: Scott Gabrielson
Cell: 610-308-5141
e-mail: scott.gabrielsen@cbre.com
Attn: Thomas F. Stone
Cell: 717-439-6561
e-mail: Thomas.Stone@cbre.com

To Local Receiving Seller's Broker: CBRE, Inc.
Advisory & Transaction Services
222 2nd Avenue S, Suite 1800
Nashville, TN 37201
Attn: Jack Armstrong, Associate
Telephone: 615-493-9257
Cell: 561-339-9071
e-mail: jack.armstrong@cbre.com

20. **Entire Agreement; Governing Law.** This Agreement constitutes the sole and entire agreement between the parties hereto and no amendment or modification of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, excluding the application of any of its conflicts of laws provisions.

21. **Commissions.** Seller warrants and represents to Purchaser, and Purchaser represents and warrants to Seller, that they have not dealt with any real estate broker, sales person, finder or other person entitled to a commission or fee in connection with the purchase and sale transaction contemplated by this Agreement except Scott Gabrielson, Thomas F. Stone and Jack Armstrong of CBRE, and each agrees to hold the other harmless from, and indemnify the other against, all damages, claims, losses and liabilities, including reasonable legal fees, broker's commissions or fees, and finder's fees payable in connection with this transaction incurred by the other, arising out of or resulting from the failure of its representation and warranty set forth in this Section.

22. **Confidentiality.** The parties acknowledge that the transaction contemplated herein, including the terms of the transaction and the identity of the parties, is confidential and shall not be disclosed to any person other than to Purchaser's Agents engaged in performing the Work set forth in the Feasibility Period. Purchaser shall inform all of Purchaser's Agents of the

confidentiality restrictions imposed by this Agreement and require that they be bound to observe them both before, during, and after the Feasibility Period.

23. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute but one and the same instrument. Counterparts may be delivered by fax or e-mail provided they are followed by the original counterpart pages sent to the other party by regular mail, personal delivery, overnight courier or by registered or certified mail. This Agreement shall become binding only when each party has executed and delivered to the other party(ies) one or more counterparts.

24. **Business Days**. If any date herein set forth for the performance of any obligations of Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or Federal holiday for which financial institutions or post offices are generally closed in the state where the Property is located.

25. **Acceptance and Execution of this Agreement**. This instrument shall become a binding Agreement when the written acceptance or a facsimile (FAX) transmission of such acceptance is actually received from the second party executing this Agreement by the first party executing this Agreement.

This Agreement is accepted this _____ day of December, 2020 (the "Acceptance Date" or "Execution Date").

[Remainder of Page Intentionally Left Blank]

SELLER:

AMERIGAS PROPANE, L.P.

By: AmeriGas Propane GP, LLC
as its General Partner

By: _____

Name: _____

Title: _____

Date: _____

PURCHASER:

ANDERSON COUNTY, TENNESSEE

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

SITUATE in the 1st (formerly 4th) Civil District of Anderson County, Tennessee, being a lot on the Northwest side of the New Wolf Valley Road (East), and adjoining the Southwest right of way line of the Southern Railroad, and being more particularly described as follows:

BEGINNING at a highway marker on the Northwest side of the New Wolf Valley Road, and said marker at the Southwest right of way line of the Southern Railroad, being 62 feet from the center of the railroad tracks; thence running South 55 deg. 00 min. West, with the Northwest right of way line of the New Wolf Valley Road, 547 feet to a state; thence running generally Northwest 90 feet to a state at the point of intersection of two fence lines, a common corner of the within property and Brown's property; thence running generally Northeast with the fence on the Brown property 418 feet to a stake at the Railroad right of way, 200 feet to the BEGINNING marker.

BEING the same property conveyed to Cornerstone Propane, L.P., a Delaware limited partnership, by Cornerstone Propane GP, Inc., a California corporation, formerly known as Coast Gas, Inc., which is the successor in interest to all of the assets and properties of Empiregas Inc. of Clinton (Tenn.), a Tennessee corporation, formerly known as Hall's Gas Inc. of Clinton, a Tennessee corporation, by Quitclaim Deed dated December 17, 1996 and recorded on May 22, 1997 in Book 1015, Page 529-532 of the Anderson County Register of Deeds office.

AND the said Cornerstone Propane, L.P. was merged into Cornerstone Propane Operating, LLC, a Delaware limited liability company, by the filing of a Certificate of Merger with the Delaware Secretary of State on December 20, 2004; and

AND the said Cornerstone Propane Operating, LLC changed its name to Titan Propane LLC by the filing of a Certificate of Amendment with the Delaware Secretary of State on March 29, 2005; and

AND the said Titan Propane LLC was merged into AmeriGas Propane, L.P., a Delaware limited partnership, by the filing of a Certificate of Merger with the Delaware Secretary of State on August 1, 2012.

EXHIBIT B

REQUIREMENTS FOR ENVIRONMENTAL PLAN OF WORK

If Seller permits the Purchaser to conduct a Phase II environmental site assessment (“Phase II Assessment”) during the Inspection Period, it shall be subject to the condition that prior to the Purchaser conducting a Phase II Assessment, Purchaser shall submit to Seller for Seller’s approval, an environmental plan of work (the “Plan of Work”) in connection with the Purchaser’s Phase II Assessment. The said Plan of Work shall include the following requirements:

- (i) The starting and ending date of the work to be completed;
- (ii) The substances that the Phase II Assessment will be testing for;
- (iii) Whether soil samples will be collected and if so, the number of samples;
- (iv) Whether water samples will be collected and if so, the number of samples;
- (v) The parameters that the soil and water samples will be analyzed for;
- (vi) A map of the proposed sample locations;
- (vii) A limitation of no more than eight (8) boring locations;
- (viii) Soil and water samples will be split between Seller and Purchaser.
- (ix) Purchaser or the Purchaser’s consultant shall have public and private underground utilities located prior to commencing and subsurface exploration activities. Costs to perform underground utility locating shall be the responsibility of Purchaser or Purchaser’s consultant.
- (x) The requirement that the Seller and/or its environmental consultant shall have the right to be present during all proposed field activities;
- (xi) The requirement that the Seller shall be added as an additional insured, to a minimum of \$3,000,000.00, on the Purchaser’s or the Purchaser’s consultant’s insurance policy and proof of this requirement to be provided to the Seller prior to the commencement of any work under the Plan of Work;
- (xii) Purchaser shall provide Seller with a copy of any and all draft and final versions of any written reports prepared by Purchaser or Purchaser’s consultant relating to the Phase II Assessment and Plan of Work;
- (xiii) Purchaser or Purchaser’s consultant shall restore the property to its original condition upon completion of the work under the Plan of Work.

EXHIBIT C

FORM OF POST-CLOSING SITE ACCESS AGREEMENT

(See Attached)

SITE ACCESS AGREEMENT

THIS SITE ACCESS AGREEMENT (the "Agreement") made this _____ day of _____, 202_, between AMERIGAS PROPANE, L.P., a Delaware limited partnership, ("AmeriGas") and ANDERSON COUNTY, a Tennessee governmental entity ("Owner");

WHEREAS, AmeriGas sold the property located at 2520 E. Wolf Valley Road, Clinton, Anderson County, Tennessee, also known as Parcel 1 89 89 67.01 000 0 (the "Property") to Owner on _____, 20__ (the "Closing Date"); and

WHEREAS, AmeriGas needs to gain access to the Property for the purpose of completing its required removal of its propane storage tanks and related equipment and its other personal property from the Property; and

WHEREAS, Owner grants AmeriGas access to the Property to complete its required post-sale Work as defined herein.

NOW THEREFORE, AmeriGas and Owner, for good and valuable consideration, and intending to be legally bound, agree as follows:

1. Owner represents and warrants that it has the authority to enter into this Agreement and grant access rights to the Property as provided herein.

2. Under the Purchase and Sale Agreement, dated _____, 20__, as amended on _____, 20__ (collectively, the "Agreement") for the sale of the Property to Owner, AmeriGas agreed and is required to remove its propane tanks and related equipment and personal property from the Property.

3. As AmeriGas did not complete removal of the above-listed items prior to Closing, Owner hereby grants access to the Property to AmeriGas and its employees, agents, subcontractors or representatives during normal business hours for the purpose of completing the removal of the propane storage tanks and related equipment and personal property from the Property (the "Work") for a period commencing on the Closing Date and ending no later than **NINETY (90) DAYS thereafter**.

4. Owner and its employees, agents and representatives shall cooperate with AmeriGas and its employees, agents, subcontractors and representatives to affect the rights herein granted. AmeriGas and its employees, agents, subcontractors or representatives shall abide by all Owner safety rules and shall use best efforts to minimize disruption of the Owner's business activities at the Property.

5. AmeriGas represents and warrants that, it will use its best efforts to ensure its employees, agents, subcontractors, independent contractors and representatives shall perform all Work in accordance with any and all applicable federal, state and local laws; and shall obtain all required permits, licenses or governmental approvals in connection with such Work. All Work shall be performed by personnel qualified to perform the Work and in accordance with accepted practices, environmental and otherwise.

6. If AmeriGas, during the course of performing the Work, causes debris during removal, it agrees to fully remove the debris from the Property, at its sole cost and expense.

8. AmeriGas shall indemnify and hold Owner harmless for all claims, liabilities, obligations, damages, costs or expenses related to the Work or caused by the acts or omissions of AmeriGas, its agents, servants, contractors, or employees or any other party over whom AmeriGas has control or the right to control except any claims, liabilities, obligations, damages, costs or expenses arising solely from Owner's acts or omissions.

9. AmeriGas has obtained and maintains, at AmeriGas' sole cost and expense, and shall deliver to Seller's attorney evidence of, commercial general liability insurance from an insurer reasonably acceptable to Owner, in the amount of Two Million and No/100 Dollars (\$2,000,000.00) combined single limit for personal injury and property damage per occurrence, such policy to name Owner as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by AmeriGas or AmeriGas' employees, agents, independent contractors or representatives in connection with the Work.

10. AmeriGas shall arrange and coordinate all site access to the Property with:

Telephone: _____
e-mail: _____

11. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors and permitted assigns.

12. This Agreement constitutes the sole and entire agreement between the parties hereto and no amendment or modification of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, excluding the application of any of its conflicts of laws provisions.

13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute but one and the same instrument. Counterparts may be delivered by fax or e-mail provided they are followed by the original counterpart pages sent to the other party by regular mail, personal delivery, overnight courier or by registered or certified mail. This Agreement shall become binding only when each party has executed and delivered to the other party(ies) one or more counterparts.

[Remainder of page intentionally left blank]

EXECUTED AND DELIVERED the date set forth above.

AMERIGAS PROPANE, L.P.
By: AmeriGas Propane GP, LLC,
Its General Partner

By: _____

Name: _____

Title: _____

Date: _____

ANDERSON COUNTY, TENNESSEE

By: _____

Name/Title: _____

Date: _____



Anderson County Emergency Medical Services

Integrity - Service - Excellence - Stewardship

December 7, 2020

Staffing update

Purchasing Committee,

Dear members of the Purchasing Committee, I wanted to send you a current staffing update for Anderson County EMS. At the present time we have two paramedic vacancies, and no AEMT/EMT vacancies to fill. We have three staff out with injuries, this is down from previous and is a positive trend. Of those three we expect two to make a full recovery in the next 2-5 months, one is undetermined on a return at this time. We still have one military person out, who has been out since March, and we don't have a projected return date, any such dates given have been extended at the last moment.

Anderson County EMS continues to work hard on addressing our staffing situation. Just this past week there is a push from the Tennessee Ambulance Service Association to bring back the position of "ambulance driver" as some agencies in Tennessee are unable to fully staff their ambulances and are in a critical status (see attached letter from TASA).

In regards to COVID-19, we have had nine staff test positive, and an additional six staff miss time due to testing. We have had no staff hospitalized due to COVID-19. To this date we have no known exposure to staff from a patient. We have one probable exposure from a co-worker. All staff to have contracted COVID-19 have had mild symptoms, and been able to return after 10 days of quarantine.

As always, should you have any questions please don't hesitate to reach out to me directly.

Respectfully,

Nathan Sweet, B.S., EMTP
Director, Anderson County EMS



Dear TN EMS Provider,

We have arrived at a point in our profession in which drastic action must be taken. Across our great state, EMS services are shutting down ambulances on a daily basis due to the lack of licensed staff. Applications being received from EMS professionals are very rare in some areas of the state. Staff members are working even longer hours to help cover these shortages.

Realizing the state-wide decline in EMS workforce a few years ago, TASA began to focus on increasing the EMS workforce by proposing legislation to allow individual EMS services to conduct EMT and AEMT training. The goal of this legislation was to supplement local community college EMS programs and help fill the gaps. This legislation was initially passed as a pilot program for 5 counties in upper east Tennessee. The following year the legislation was expanded to 15 services across the state.

Last year TASA Board members were contacted by the National Registry of Emergency Medical Technicians (NREMT) to request a personal meeting with their leadership. Out of that meeting came alarming statistics. The NREMT provided detailed statistics that showed a consistent downward trend in individuals from Tennessee being tested for licensure while rest of the country was showing an upward trend. NREMT leadership commented on how this was something they had not seen before and certainly not in comparison with similar demographics. In their words "EMS in Tennessee is on an unsustainable track".

Fast forward to today.....EMS professionals are now dealing with an unprecedented world-wide pandemic. This pandemic has launched EMS into a critical staffing crisis. Staffing impacts include:

- Planned service based EMT/AEMT courses have been delayed or held up due to COVID-19 travel restrictions placed on State EMS officials
- EMS career interests have dropped
- Reduced funds available for improving incentives and pay to recruit staff
- Current EMS providers are over-stressed and many are exiting the profession
- Exposure/contraction of the virus means lengthy absences for infected and exposed personnel

It is obvious that this staffing crisis will not resolve itself after the pandemic. TASA is proposing a rule change to allow services experiencing hardships to employ non-medically licensed ambulance operators (apprenticeship). These operators would be required to meet certain qualifications and in-service training. In addition, these operators would be required to enroll in an EMR or EMT program within 6 months and attain an EMT license within 24 months of employment.

This may seem like EMS in Tennessee would be taking a step backwards. However, something must be done to "stop the bleeding" of a decreasing EMS workforce in Tennessee. It is TASA's goal that this rule change will eventually be phased out as the workforce situation becomes more manageable.

TASA realizes that some services are blessed to not have been seriously impacted by these shortages, however we are asking for everyone's support of this proposal to help those services that have been and continue to struggle with staffing ambulances.

Anderson County Government Employee AEMT School Tuition Agreement

This Tuition Agreement is made on December 21, 2020 by and between, Lynette Stephens (Employee) and Anderson County Emergency Medical Services (ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the AEMT program at Roane State Community College (RSCC), beginning on or about January 19, 2021 and ending on or about May 7, 2021.

Witnesseth:

Section 1: Tuition Payment. ACEMS agrees to pay RSCC directly for the course cost, including fees and books in the amount of no more than \$3,200, as long as the Employee is actively full-time employed by ACEMS, AND, the employee and ACEMS agree to continue full-time employment for a period no less than one (1) year after obtaining of AEMT State EMS License. (ACEMS will not pay for testing fees, which are considered a separate cost from the school requirements). Should the employee leave during the period of the agreement, the employee will be required to repay the whole amount paid by ACEMS to RSCC.

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

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

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

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

Section 5: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's

performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Employee's services under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

Section 18: Assignment. This Agreement is not assignable.

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

For Employee:

For Anderson County:

Signature

Nathan Sweet, Director of Emergency
Medical Services

Print Full Name

Date: _____

Date: _____

Address: _____

Approved as to Form:

County Law Director

Anderson County Government Employee AEMT School Tuition Agreement

This Tuition Agreement is made on December 21, 2020 by and between, Luke Jowell, (Employee) and Anderson County Emergency Medical Services (ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the AEMT program at Roane State Community College (RSCC), beginning on or about January 19, 2021 and ending on or about May 7, 2021.

Witnesseth:

Section 1: Tuition Payment. ACEMS agrees to pay RSCC directly for the course cost, including fees and books in the amount of no more than \$3,200, as long as the Employee is actively full-time employed by ACEMS, AND, the employee and ACEMS agree to continue full-time employment for a period no less than one (1) year after obtaining of AEMT State EMS License. (ACEMS will not pay for testing fees, which are considered a separate cost from the school requirements). Should the employee leave during the period of the agreement, the employee will be required to repay the whole amount paid by ACEMS to RSCC.

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

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

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

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

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

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

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

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

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

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Section 18: Assignment. This Agreement is not assignable.

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

For Employee:

For Anderson County:

Signature

Nathan Sweet, Director of Emergency
Medical Services

Print Full Name

Date: _____

Date: _____

Address: _____

Approved as to Form:

County Law Director

Katherine Ajmeri

From: Terry Frank
Sent: Monday, December 14, 2020 10:58 AM
To: Tim; Steven Mead; Phil Yager; CC - Denver Waddell; Catherine Denenberg; Catherine Denenberg
Cc: Katherine Ajmeri; Robby Holbrook; Randy Walters; Tracy Spitzer; Alicia Price
Subject: Purchasing Agenda/Office of Criminal Justice Program
Attachments: Anderson County CAP Cover Letter JAG#37360.pdf; ATT00001.htm; ASAP - 19-0144-A1 - Sub Contract Addendum Fully Executed 10-21-19.pdf; ATT00002.htm; Anderson County CAP Response Letter JAG#37360.pdf; ATT00003.htm

Chairman Isbel and Honorable Members of Purchasing Committee,

I wish to request we add OCJP Grant contract/ASAP subcontract under new business.

During a monitoring review, Anderson County received findings related to the contract. We immediately took steps to correct one of the findings, however, after much discussion with the office of Finance, ASAP, OCJP, and our new project director, we have reached a consensus that given the limitations of the timeframe to make this program workable with the extensive limitations associated with COVID-19, the best and most responsible course of action would be to request a “termination for convenience” from the OCJP and allow those dollars to be reallocated to many worthy programs through OCJP.

I have attached three documents that will be helpful for you during the discussion. The first is a cover letter to OCJP in response to the findings that is the best summary of events.

On our virtual Purchasing call today, Tracy Spitzer, Randy Walters, and Alicia Price will be in virtual attendance to help answer any questions.

The official motion I would request is, “Motion to authorize the county mayor to request a termination for convenience from the OCJP for the OCJP-JAG Recovery and Resilience Grant that includes a sub-contract addendum with ASAP of Anderson County (AC Purchasing Contract #s 19-0144 & 19-0144 A1).”

We will all come prepared to ensure commissioners have all the details you need in consideration of this motion.

Sincerely,

Terry



ANDERSON COUNTY GOVERNMENT

TERRY FRANK
COUNTY MAYOR

November 5, 2020

Mr. Ron Williams
Assistant Director of Quality Assurance, OCJP
William R. Snodgrass Tennessee Tower – 18th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102

Dear Mr. Williams,

I want to offer some information that may be useful in providing context for the delay in execution of this program and the findings that we have received.

For our current administrative staff, this was Anderson County Government's first experience with a 100% pass-through Office of Criminal Justice Program grant. This project required a subcontract for the complete development, implementation, and ongoing management of a program.

As such, we were inexperienced with the requirements related to this type of structure.

Although the effective date of the contract between Anderson County Government and the State is December 15, 2018, the fully executed contract was received by the county on, or after, January 8, 2019 (the OBF Budget Officer's electronic signature date).

The initial subcontract draft was sent to OCJP for review and approval on January 11, 2019. From January 11, 2019 through April 5, 2019 numerous revisions were made to the subcontract before it was approved by OCJP and the county received permission to move forward with the program on April 17, 2019.

In February, the county's long-time grant fiscal administrator resigned. The role of grant fiscal administrator was assigned to another county finance department staff member effective March 1, 2019.

In mid-April 2019, the new county grant fiscal administrator noticed inconsistencies between the contract and subcontract budgets pertaining to indirect costs. The hiring process for the grant-funded position was paused and re-started several times between April 17, 2019 and October 21, 2019, until all of the budget details were resolved.

The Anderson County Board of Commissioners approved the final subcontract budget addendum on October 21, 2019, and the county received permission from OCJP to allow the subcontractor to extend a job offer on October 23, 2019.

The subcontractor interviewed a total of ten individuals for the grant-funded position. Three candidates in May 2019, and seven between mid-August and mid-October 2019. The subcontractor extended a job offer on October 23, 2019, and the candidate accepted the offer the same day, with a November 4, 2019 start date.

No grant funds were expended prior to November 2019.

In addition to the contract and budget-related delays, the Covid-19 pandemic has had a significant negative impact on planned programmatic activities by the subcontractor. The program relies heavily on participation with the school and court systems, as well as other community partners.

In November 2019, the subcontracted project director took office and began formalizing policies and procedures and forming a multi-disciplinary team. The team was assembled and began meeting in December 2019. By January 2020, the program was accepting applicants, with three reviewed cases under consideration.

Due to the Covid-19 pandemic, the Tennessee Supreme Court declared a state of emergency in mid-March and suspended certain state and local court proceedings. This placed a significant backlog on the justice system.

Program partners operated in disaster mode, only addressing emergency issues. This placed the program on hold, as did the Governor's "Safer at Home" executive order issued on March 30, 2020.

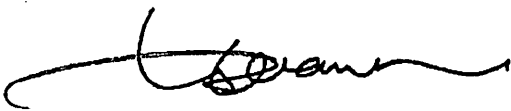
With schools' closures as a result of the Covid-19 pandemic, followed by summer break, referral sources were extremely limited.

The first participant was presented to the subcontractor team on June 19, 2020. During July and August, the team encountered several challenges pursuing the intake process. The participant was unable to be located. A runaway petition was filed, and the participant was placed in DCS custody.

In early September, the participant was placed in foster care with grandparents. Staff coordinated with DCS and scheduled an intake on September 16, 2020. The participant entered the program that same day.

Anderson County is grateful for the opportunity to present a corrective action plan. In addition, we are thankful for the assistance and educational guidance of OCJP to ensure compliance.

Sincerely,



Mrs. Terry Frank
Anderson County Mayor

CC: Stephanie Strutner, Executive Director, ASAP of Anderson
Randy Walters, Assistant to the Finance Director, Anderson County Government
Jennifer Brinkman, Director, OCJP
Daina Moran, Deputy Director, OCJP
Wendy Heath, Assistant Director of Fiscal, OCJP
Trish Davis, Program Manager, OCJP

SUB-CONTRACT ADDENDUM (ASAP of Anderson County)

This ADDENDUM made by and between the Parties of Anderson County, a governmental entity and political subdivision of the State of Tennessee (hereinafter referred to as "Anderson County") and Allies for Substance Abuse Prevention of Anderson County (hereinafter referred to as "ASAP" or "Sub-Contractor"), and collectively the entities are referred to as the "Parties" to this Addendum.

NOW THEREFORE, in consideration of the mutual promises and commitments embodied in the Contract between Anderson County and ASAP (*See Exhibit 1*) to facilitate a grant to Anderson County funded by the Office of Criminal Justice Programs, to wit: Justice Assistance Grant (OCJP – JAG: CFDA 16.738); the Parties hereto wish to amend the Original Contract by this Addendum by modifying the initially approved Budgets for the following durational terms:

Amended Budget:	April 15, 2019 to June 30, 2019	(<i>Exhibit 2</i>);
Amended Budget:	July 1, 2019 to June 30, 2020	(<i>Exhibit 3</i>);
Amended Budget:	July 1, 2020 to June 30, 2021	(<i>Exhibit 4</i>).

Incorporation. This addendum incorporates all provisions of the original contract between the parties by reference as if the original contract is recited herein verbatim. All provisions of the original agreement remain enforceable without change except for the amended budgets attached hereto and modified by this addendum only.

Release. Sub-Contractor hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Sub-Contractor's services under this Agreement. This addendum is subject to continued grant funding by the OCJP.

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

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

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Addendum sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Severability. In the event any one or more of the provisions of this Addendum is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Cancellation. In the event any party materially breaches, defaults or fails to perform hereunder, this Addendum may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

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

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

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Addendum shall lie exclusively in such courts.

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

Choice of Law. This Addendum shall be governed and construed in accordance with the laws of the State of Tennessee.

Notice. Any notice required or provided pursuant to this Addendum shall be in writing and sent or delivered to the parties at the following addresses:

For Anderson County:
Purchasing Agent
100 North Main Street
Room 214
Clinton, TN 37716
Phone: 865-457-5400
Email: kajmeri@andersontn.org

For ASAP:
Stephanie Strutner
Executive Director
131 S. Charles Seivers Blvd.
Clinton, TN 37716
Phone: 865-457-3007
Email: sastrutner@gmail.com
asapofanderson.org

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

Assignment. This Addendum shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event

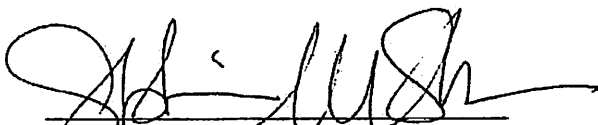
of assignment or succession, the terms and conditions of this Addendum shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

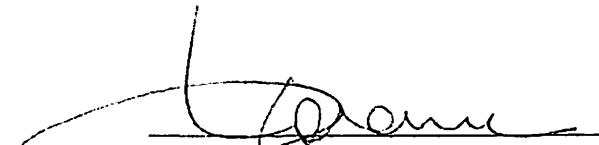
Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Addendum.

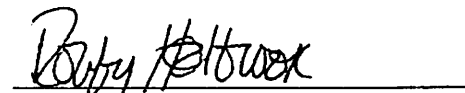
This Addendum is made this 21ST of October, 2019.

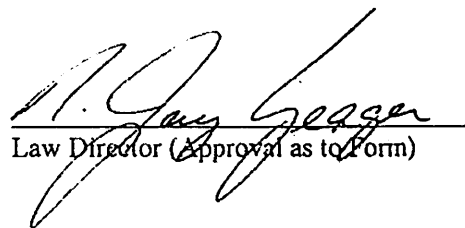
FOR ASAP:

FOR ANDERSON COUNTY:


Stephanie Strutner, Executive Director


Terry Franks, County Mayor


Robby Hillbrook, Interim Finance Dir.


Law Director (Approval as to Form)

Approved by Commission

10-21-19
Date

Exhibit 1

19-0144

Professional Service Contract (Subcontract)

□ Contact Information

A. Grantee

Anderson County Government
100 N. Main Street, #208 Clinton, TN 37716
865-457-6200
Terry Frank, Mayor tfrank@andersontn.org
865-457-6202
Randy Walters, Grants Administrator rwalters@andersontn.org

B. Subcontractor

ASAP of Anderson
101 S. Main Street, Suite 465, Clinton, TN 37716-3619
865-457-3007
Stephanie Strutner, Executive Director sastrutner@gmail.com
Donna Kelsey, Bookkeeper donna@asapofanderson.org

□ Contract Terms

A. Contract will start on April 15, 2019 and end on June 30, 2021, dependent on funding from OCJP.

B. Grantee shall coordinate financial management of grant funds:

1. Submit to OCPJ monthly invoices for grant expenses
2. Submit completed financial reports
3. Provide monthly reimbursements to Subcontractor for work provided under the terms of the contract.

C. Subcontractor shall coordinate implementation of all grant goals and objectives:

1. Will hire, manage, and maintain appropriate staff to effectively carry out grant terms
2. Have at least one Prevention Specialist certified by International Certification & Reciprocity Consortium standards on staff
3. Procure and provide supplies and equipment essential to carry out grant objectives
4. Facilitate and support staff and key personnel in transmitting and receiving electronic mail, regular mail, and telephone

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5. Provide written policies and procedures for the program, including but not limited to:
 - a. Non-discrimination including Title VI
 - b. Staff oversight and management
 - c. Maintaining a drug-free workplace
 - d. Inventory management of equipment and materials;
6. Facilitate and support staff in meeting and complying with all licensure and certification requirements, applicable grant requirements, reporting requirements, laws, rules, and regulations
7. Prepare monthly invoices including all financial records in the format required by OCJP and retained pursuant to the records clause.
8. Complete all programmatic reports and submit drafts to county prior to submission
9. Comply with all programmatic audit requests.

□ **Statement of Work / Project Narrative / Scope of Services.**

A. Case managers, at a minimum, shall be responsible for the following:

1. Manage caseload of all juveniles and parents/guardians enrolled in program in accordance with program policies and procedures (as outlined in Appendix I)
2. Work with Family Drug Treatment Court Team to monitor participant progress in accordance with program policies and procedures (as outlined in Appendix I)
3. Make home and school visits to participating families in accordance with program policies and procedures (as outlined in Appendix I)
4. Hold occasional night/weekend activities for participants in accordance with program policies and procedures (as outlined in Appendix I)
5. Administer and monitor urine drug tests in accordance with program policies and procedures (as outlined in Appendix I)
6. Present progress to Family Drug Treatment Court Team in accordance with program policies and procedures (as outlined in Appendix I)

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7. Create and submit quarterly progress reports to Executive Director and County Commission
 8. Track program efforts to ensure project goals, objectives and activities are being successfully completed in accordance with program policies and procedures (as outlined in Appendix I)
 9. Participate in Family Drug Treatment Court-related conferences and/or training program as directed by project narrative
 10. Present program findings to elected officials and community stakeholders annually, at minimum
 11. Be available to law enforcement agencies and respond immediately to inquiries regarding program participants
 12. Collaborate with community agencies to generate in-kind program resources
 13. Other duties as assigned by Executive Director
- B. The Executive Director, at a minimum shall be responsible for the following:
1. Approve invoices prior to submission to county on a monthly basis
 2. Approve programmatic reports prior to submission to county
 3. Oversee and manage staff

C. Project Narrative

Located in the heart of the Appalachian Mountains in East Tennessee, Anderson County has historically been underserved and faces many unique challenges. Anderson County is home to Oak Ridge, the World War II Secret City built to create the world's first nuclear weapons. The geographic isolation of the region brought the Manhattan Project to Anderson County; but today, on a modern map, the county itself appears to be a part of the Knoxville metropolitan area. In many essential ways, however, the county remains extremely rural, with small communities that reflect the culture and society of mid-20th-century Appalachia. While science-rich Oak Ridge operates one of the nation's most accomplished school systems, the Anderson County School District wrestles with educational and societal problems generated by underemployment and heightened poverty.

The population of Anderson County is 75,749; the child population is made up of 21% of the total population. The child poverty rate is 29.8% and the community reflects a predominantly white demographic: 92.1% white, 4.2% black, 0.4% Native American, 1.4% Asian/Pacific Islander, 2.5% Hispanic (U.S. Census Bureau, population estimates).

Just recently, 42 adults, many of whom are parents to young children and adolescents in our community were indicted on methamphetamine production charges. In addition, 35 people were arrested last week in a major prescription drug round up. Following a focused community-wide effort to reduce adolescent substance abuse, rates have shown a steady decline in high-risk activities: 19% of 6th through 12th graders reported current alcohol use in 2012, while the rate dropped to 9.1% in 2016; 16.2% of 6th through 12th graders reported current tobacco use in 2012, while the rate dropped to 7.4% in 2016; 9.8% of 6th through 12th graders reported current marijuana use in 2012, while the rate dropped to 5.9% in 2016; the rate of current prescription drug use dropped from 4.2% in 2012 to 1.5% in 2016. The survey shows student substance abuse remains at unacceptable levels, and lack of substance abuse treatment options or aftercare perpetuates the generational cycle of addiction. Acceptability of certain drugs by parents and other adult figures increases the likelihood that students will fall into a life of drug use. Evidenced by a report of the Anderson County jail

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population, 96% exhibit a drug and/or alcohol problems: 91% of males and 81% of females in jail have a moderate to severe substance abuse problem. Of those, 72% are parents and 82% have been in jail before. Twenty-eight percent (28%) of inmates do not have a high school diploma. Anderson County has one of the highest opiate prescription rates per capita among Tennessee counties at well over 141/100 residents (TN Department of Health). In addition, the drug overdose rate for Anderson County residents is 33.1/100,000, eclipsing the state rate of 18.69 (TN Department of Health). By intervening early, the Family Drug Treatment Court program will increase the likelihood of a student graduating high school, which will enable more opportunities for them. Jail overcrowding has become a significant and costly problem in this county, magnified by drug offenses. Rehabilitating the family unit is a critical element to reducing drug abuse and addiction in our community. Teachers and youth-service workers report a significant portion of the youth they serve are being raised by their grandparents because their parents are in jail. Of the students at the Clinch River Community School, 30% have disclosed to school counselors that their parent(s) are either in prison or jail. Another 16% live with grandparents and a total of 19% live with a relative caregiver other than a parent: this does not include children living in foster care. The complications arising from children being raised by a relative while their parent is in jail continues to propagate the generational cycle of drug abuse in our community. Anecdotal data from focus groups shows that the children affected by parents and adult caregivers littering the local judicial system are showing up on the juvenile court docket but being expected to go home to the enabling environment filled with risk factors but lacking protective factors. Anderson County holds one of the highest rates of Neonatal Abstinence Syndrome in the state. The TN Commission on Children and Youth (TCCY) collects data to provide evidence on poor family functioning, lack of family connectedness, and other risk factors. According to TCCY, the NAS rate was 37.9/1,000, more than three times higher than the state rate of 11.5. Additional data from TCCY show the same negative trend. There were 1,055 cases of reported child abuse/neglect. The number of Juvenile Court referrals is almost triple the state rate at 2,150. The rate of children committed to state custody was 7.7/1,000, higher than the state rate of 4.2; 8.8/1,000 remain in state custody, compared to 5.1 for the state. The child death rate in Anderson County is 32.3/1,000, nearly double the state rate of 19; the teen violent death rate is 91.7/1,000, nearly triple the state rate of 37.5.

Based on data from a state analysis of the controlled substance monitoring database, for every one entry into treatment for opiate addiction, there are 10.8 additional reports for opiate dependence, illustrating the underserved population. There is an inpatient treatment facility in the county, however, they are only licensed to operate 20 beds and served 7,500 people in a 5-county area last year.

While the effects of substance abuse are evident on the user and their family, as illustrated by the aforementioned data, there are far-reaching effects on the greater community also. Based on a study published in 2014, 20.3 million local tax dollars were spent cleaning up the consequences of substance abuse in Anderson County (Strutner, Harrison, et al. 2014). A tax increase was levied on the general public to pay for a mandatory jail expansion and a recent assessment of local human resource managers revealed that 44% had difficulty hiring an employee who could pass a drug screen.

When students come to school in the morning, they bring with them the complications that flow from a cultural environment which records one of the highest numbers of methamphetamine clandestine lab busts in the state of Tennessee. When students board the bus to go home in the afternoon a significantly high portion of them return not to their biological parent(s), but to foster parents or to elderly grandparents who have been left to assume the care of our students. The community norms and the number of juvenile drug offenders emphasize the importance of community-wide initiatives to promote recovery. By promoting recovery, not only will we see a reduction in the number of juvenile drug offenders and student disciplinary hearings, we will also see a causal relationship with truancy rates, school connectedness, and grades. By addressing barriers in the home, we will enable adolescents in Anderson County to break free from the grip of generational drug abuse, setting them up to be successful contributors to our society.

Recently, the Anderson County Juvenile Court engaged in a Best Practice Court—Court Improvement Program, initiated by Judge Brandon Fisher. The Court Improvement Program identified four areas of focus, including primary practices to implement to increase the efficiency and effectiveness of the Juvenile Court: 1) Early Childhood Intervention—Identify services for the young child; Alter docket scheduling to expedite cases; 2) Older Youth Intervention—Identify mentor programs so adolescents do not fall back into bad behavior and poor decisions; 3) Substance Abuse—Create a Family Drug Treatment Court to better serve the overwhelming number of adolescent alcohol/drug offenders; and 4) Community Outreach—to coordinate existing available services. Initiating a Family Drug Treatment Court is a priority for a large group of stakeholders in the community and will address two of the priorities identified by the Best Practice Court Committee. The Committee spent over two years researching effective programs across the country (including programs across Tennessee, Virginia, and West Virginia, focusing on best practices from three programs), conducted an extensive literature review, and conducted key informant interviews across the community to establish a foundation for potential solutions to address the problems unique to Anderson County. Based on these findings, the Family Drug Treatment Court program was developed on a tiered approach, modeled after successful juvenile programs, and incorporates the entire family unit. In many instances, adult drug court models teach the drug abuser to remove themselves from their enabling environment. With adolescents, this model is often impossible; therefore, the effective Family Drug Treatment Court model includes mandatory components for the adolescent, parent, caregiver, and siblings, maximizing the chances for successful recovery. Previous attempts to address the problem include school

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disciplinary hearings and a traditional adult Drug Court. These programs continue, however, a new approach to tackle the problem from all angles is underway: additional funding is necessary to meet program needs.

- Goal 1: Increase educational attainment and reduce juvenile delinquency among participants by 30% by 2021.
- Goal 2: Reduce juveniles with second drug offense by 60% by incorporating treatment involving the family unit, reducing the number of adults with multiple drug offenses by 2021.
 - A. Objective 1: Increase coping/drug refusal/assertiveness skills by 25% by September 29, 2019 as measured by coping/drug refusal/assertiveness skills domain questions from participant post-evaluation.
 - B. Objective 2: Decrease juvenile court drug/alcohol offenses by 20% by September 29, 2021 as measured by Juvenile Court Docket
 - C. Objective 3: Decrease drug/alcohol offenses in adult criminal court by 8% by September 29, 2021 as measured by Criminal Court Docket.
 - D. Objective 4: Increase capacity of courts to intervene with substance-abusing adolescents and adolescents with co-occurring disorders enrolled with the court as a result of drug offenses

Critical elements of the project include team meetings, home visits, drug testing, court, individual therapy, group therapy, family therapy. Since project participants will change each year, the program will repeat successful methods in subsequent years.

The Anderson County Family Drug Treatment Court will implement activities aligned to achieve goals and objectives set forth to reach positive community outcomes. The program is designed to monitor participant progress through four phases, including components specific to family engagement, implementation of evidence-based programs, with fidelity. The evidence-based curricula selected for use with this population at multiple stages of their participation.

Family engagement is the foundation for success in this Family Drug Treatment Court model, therefore, Multidimensional Family Therapy (MDFT) will be used to capitalize on family strengths, while improving upon weaknesses. Program staff will be trained on cultural awareness in an effort to lead toward cultural competence with respect to familial values, beliefs, customs, and ethics. MDFT is a comprehensive family- and community-based treatment for substance-abusing adolescents and those at high risk for behavior problems such as conduct disorder and delinquency. The aim is to foster family competency and collaboration with other systems like school or juvenile justice. Sessions may take place in a variety of locations, including in the home, at a clinic, at school, at family court, or in other community locations. MDFT has been shown to be effective even with more severe substance use disorders and can facilitate the reintegration of substance abusing juvenile detainees into the community. Motivational Interviewing (MI), will be used in combination with Cognitive Behavioral Therapy (CBT) as a simple approach to individual and group therapy. Selected for its preferred clinical practice within SUD treatment due to its collaborative approach between treatment providers and clients, MI is highly relevant for the adolescent development period.

CBT examines the relationship between thoughts, feelings, and behaviors and how these three variables impact one's life. Through the exploration of beliefs and feelings that lead to destructive behaviors, such as substance use, one can begin to identify what leads to these behaviors. Contingency Management (CM) will be used to implement immediate and tangible reinforcements for positive behaviors to modify problem behaviors like substance abuse. This approach provides an opportunity to earn low-cost incentives such as prizes or cash vouchers (for food items, movie passes, and other personal goods) in exchange for participating in drug treatment, achieving important goals of treatment, and not using drugs. The goal of CM is to weaken the influence of reinforcement derived from using drugs and to substitute it with reinforcement derived from healthier activities and drug abstinence.

The CRAFFT Screen will be used on all adolescent participants by a trained clinician to determine the mode and level of care clinically appropriate; the CAGE-AID questionnaire will be used for adult participants. Family Drug Treatment Court program, participants will engage in intensive individual and group therapy sessions utilizing the Adolescent Community Reinforcement Approach (A-CRA), delivered by licensed mental health professionals. A-CRA is an evidence-based program, recommended by the Substance Abuse and Mental Health Services Administration's (SAMHSA) National Registry of Evidence-based Programs and Practices (NREPP). A-CRA is a behavioral intervention to alcohol and substance use treatment that seeks to

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replace environmental contingencies that have supported alcohol or drug use with pro-social activities and behaviors that support recovery. This outpatient program targets youth 12 to 22 years old with DSM-IV (Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition) cannabis, alcohol, and/or other substance use disorders. A-CRA includes guidelines for three types of sessions: adolescents alone, parents/caregivers alone, and adolescents and parents/caregivers together. According to the adolescent's needs and self-assessment of happiness in multiple areas of functioning, therapists choose from among 17 A-CRA procedures that address, for example, problem-solving skills to cope with day-to-day stressors, communication skills, and active participation in pro-social activities with the goal of improving life satisfaction and eliminating alcohol and substance use problems. Role-playing and behavioral rehearsal is a critical component of the skills training used in A-CRA, particularly for the acquisition of better communication and relapse prevention skills. Homework between sessions consists of practicing skills learned during sessions and participating in pro-social leisure activities.

A-CRA has been adapted for use with Assertive Continuing Care (ACC), which provides home visits to youth following residential treatment for alcohol and/or other substance dependence. The A-CRA model is appropriate for both substance abuse treatment and co-occurring disorders and is proven to show abstinence from use, recover from use, cost effectiveness, linkage to and participation in continuing care services, and social stability. A-CRA, when combined with weekly appearances before the Court, intensive drug testing, home visits, school visits, and ongoing support, will be an effective mechanism by which the Family Drug Treatment Court Program will achieve its intended outcomes.

The program will be overseen by two social workers who are either licensed clinical social workers or licensed alcohol and drug abuse counselors. The program staff shall be responsible for organizing the weekly court appearances, overseeing case management for program participants and family members, making home visits, meeting weekly with program participants, overseeing group and individual therapy sessions, and connecting participants with needed services. The program staff will also be responsible for all data collection, entry, and reporting.

As evidenced by the program policies and procedures, the Family Drug Treatment Court Team will be closely advised by General Dave Clark, the county prosecutor. General Clark will verify all participant admissions to ensure the safety of participants, staff, and volunteers, and to ensure the integrity of the legal process. As part of the governing board, General Clark has and will continue to consult on all aspects of the program. Upon failure of a participant to comply with program requirements, the case manager will follow the policies and procedures. Participants will be allowed a few failures; however, repeated failure could result in dismissal from the program, based on guidance from the Family Drug Treatment Court Team and overseen by the Judge.

The program will be overseen by a Governing Board, which will dedicate at least 19 hours per year to supervising, monitoring, and providing guidance to the program. The Governing Board will be advised by the Family Drug Treatment Court Team. Members of the Drug Treatment Court Team will oversee application decisions, phase advancement, and evaluation and will dedicate no fewer than 104 hours per year to regularly-scheduled Team meetings and court sessions. Each board responsible for program oversight will receive quarterly reports on program and participant performance. Policies and procedures will be reviewed at minimum twice per year and will be adjusted based on feedback from the case manager, judge, and Family Drug Treatment Court Team.

Also, the ASAP of Anderson County Board of Directors and Anderson County Government will provide fiscal oversight for all program activities and will have an independent firm conduct an annual financial audit in order to ensure proper checks and balances. ASAP of Anderson County will also cover the costs of implementing a biennial risk and protective factor survey to measure prevalence of drug use along with risk and protective factors among sixth through twelfth grade students in the county.

Upon referral to the Family Drug Treatment Court Program, which will employ an integrated court model, appearing before the same judge each time, there will be a clearly identified process by which the candidate will proceed. The program will be offered pre-adjudication or post-adjudication, whichever is deemed most appropriate by the Judge. Once referred, the Coordinator will provide the Participant Handbook and application to the candidate for the minimum nine-month program. When the candidate submits a complete application packet, a background check will be conducted. Next, the applicant will be screened by the District Attorney's Office. If the applicant passes initial screening he or she will be presented to the Family Drug Treatment Court Team for a vote. If the applicant is accepted, the Coordinator will conduct the required entry evaluations and surveys and will present the information to the Team for further review. The Team will make the final admission decision. If the applicant is initially approved, he or she will appear before the Team and the Judge during court. The Team will conduct an interview with the applicant. The Coordinator will compile observations of Team members and will combine it with observations and progress notes during the Probationary Period to present to the Team. The Family Drug Treatment Court Team will vote on whether advancement to other phases should occur. A complete Flow Diagram is

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illustrated in the appendix. When making decisions, the majority of present voting members of the Family Drug Treatment Court Team shall rule.

The Family Drug Treatment Court program will have a number of expectations and rules the participant and family must follow. The rules are designed to keep participants on track to graduate the program and become responsible citizens of the community. Failure to follow these rules could result in sanctions; however, compliance with rules could result in incentives. To maintain good standing with the Family Drug Treatment Court, participants must be enrolled in school, must attend all scheduled Family Drug Treatment Court sessions, must participate in drug rehabilitation treatment, and must be on time for all scheduled appointments. Participants may not use any alcohol, drugs, or tobacco while in the program and shall submit to supervised random drug and alcohol screens as directed. Participants are responsible for reporting to their probation officer or case manager any contact with law enforcement, any new medications prescribed by a doctor, if they are going to be absent for drug treatment, or if they are going to miss court. Participants in Phase I and Phase II will not participate in overnight stays (sleepovers) with friends at home or anyone else's home. Parents are required to complete the Parent Project or alternative family counseling. Participants must also follow all the rules of probation. Participants will be placed on valid court order (VCO) for absences, meaning the participants must go to school with no exceptions. If a participant is sick, he/she may visit the school nurse or administrator who may allow them to visit a doctor who will determine if they are able to be at school. Parent notes will not excuse absences from school. If a participant receives a doctor's note to miss school, the participant is required to contact their probation officer and case manager immediately. Failure to contact probation officer or case manager could result in a sanction by the court. All participants must obey the rules of the court while in the court room and shall obey the dress code set forth in the Participant Handbook (Appendix II, page 163).

Since treatment and therapy program participants often benefit from hearing from people who have been through a similar situation, graduates shall return to the Family Drug Treatment Court program to give their testimony to current participants. Not only will this be an opportunity to engage in service to others, it will allow an opportunity for aftercare and a celebration of the continued achievement of maintaining sobriety.

The Family Drug Treatment Court Team and the Coordinator shall have the right to reward exceptional citizenship by offering incentives and may also impose sanctions to offset negative behavior. Incentives may include verbal praise, reduction in court appearances, reduction in court meetings, phase advancement, reduction in curfew, certificates of completion, gift cards, or reduction in fees. Sanctions, on the other hand, may include additional community service work, 24-hour curfew, essays, detention, phase extension, additional judicial reviews, loss of privileges, and impounding of property.

The Family Drug Treatment Court Program consists of a short three-week probationary period, followed by four phases. Each phase is a minimum of nine weeks and as the participant advances, each phase will become less intensive but will have higher expectations. For phase advancement, the participant must be drug-free, comply with drug treatment and probationary rules, and comply with rules of parent and school. The Family Drug Treatment Court values community service and believes it fosters personal growth; therefore, participants shall conduct community service hours throughout the program. It is the belief of the Governing Board and the planning team that behavior change and personal growth cannot occur immediately. Behavior change and growth are an evolutionary process. As such, participants will have greater expectations as they advance through the phases.

During the probationary period, the participant must remain on a 24-hour home curfew. The participant will also be expected to improve or maintain satisfactory grades in school and shall meet with probation officer and/or Coordinator weekly. If the District Attorney's office approves the juvenile to apply and the Drug Treatment Court Team feels the juvenile is a good fit for the program, they will move into Phase I. Random drug testing will occur on a frequent basis during the probationary period. The minimum amount of time a participant will spend in this period is three weeks. Once the participant feels they are ready to advance to Phase I, they will be responsible for submitting a request to the Family Drug Treatment Court Team. Setting goals and taking on responsibility will be an important aspect of the program and the Coordinator will help the participant through the process and will determine how much or how little guidance to give.

Once in Phase I, the participant will continue to be expected to improve or maintain satisfactory grades in school. In addition, the participant shall complete medical detoxification and intensive outpatient treatment, if necessary. The participant shall meet with probation officer and/or Coordinator weekly. Random drug testing will occur on a frequent basis and the participant will be expected to remain drug-free at least 30 consecutive days. The minimum amount of time a participant will spend in Phase I is nine weeks. Once the participant feels they are ready to advance to Phase II, they will again be responsible for submitting a request to the Family Drug Treatment Court Team.

Upon entering Phase II, in addition to the expectations of Phase I, the participant will also be expected to remain drug-free at least 45 consecutive days and must complete at least 10 hours of community service. Additional expectations in Phase III

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include relapse prevention, 10 additional hours of community service. The minimum amount of time a participant will spend in Phases II and III is nine weeks per phase.

During Phase IV, the participant shall participate in aftercare and will experience fewer drug tests and less intensive treatment and therapy sessions. The participant will be expected to complete at least 10 additional hours of community service: employment hours may be substituted in lieu of community service at the discretion of the Drug Treatment Court Team. The minimum amount of time a participant will spend in Phase IV is nine weeks.

The more compliant the participant and their family, the faster the program will move. When the participant has successfully completed all four phases of the program, completed all community service work, paid court costs and restitution, and is drug-free, the Drug Treatment Court Team may decide the program has been successful and will recommend the participant to the Judge for consideration for graduation. The Drug Treatment Court Team will collaborate to determine appropriate recommendations to provide the Judge pertaining to phase advancement.

The final approval for graduation will be determined by the Family Drug Treatment Court Judge, based upon the recommendation of the Drug Treatment Court team. Graduation will be recognized as a tremendous accomplishment. A graduation ceremony will be held, including invited guests, and the participant and family will be given a token of accomplishment to mark their success. Graduation does not, however, automatically mean that the probationer is released from County Probation. The Drug Treatment Court Team will have discretion and will develop a discharge summary. Failure to follow the discharge summary may result in an extended county probation period and/or violation of probation. Upon graduation of Drug Treatment Court, the probationer will not be re-admitted to the Drug Treatment Court Program.

By taking advantage of pitfalls of other Courts, our planning team has been able to address barriers and identify measures to effectively meet the needs of all stakeholders in the community. The difference between the Anderson County Family Drug Treatment Court and other Juvenile and Adult Drug Courts lies within the treatment component and the utilization of evidence-based programming. Not only will participants appear before the judge, be drug tested, and have increased responsibilities, they will also have frequent home and school visits and will be required to participate in substance abuse treatment and mental health therapy. By incorporating an evidence-based treatment model, the planning committee has ensured program success. The evidence-based treatment model also opens federal funding doors as this is a required component for federal funding for Drug Courts.

Over 8.9 million Americans have co-occurring disorders (both a mental and substance use disorder); however, only 7.4 percent of those individuals receive treatment for both conditions and 55.8 percent receive no treatment at all (Co-Occurring Disorders, 2009). Relapse rates from addiction are between 40 and 60 percent (Stocker, 2009), yet we know that the longer a person is in treatment and the longer they receive aftercare, the more likely they are to maintain a clear and sober, productive life. The median length of stay for outpatient treatment is 69 days (20 days for short-term residential treatment) (Median Length of Stay, 2005), so, by treating the problem, the environment, the person, and the family for a minimum of 270 days, the Family Drug Treatment Court Program has the potential to create a significant and lasting impact by breaking the generational cycle of abuse we observe in Anderson County.

This grant would provide about 20% of the overall project, which collaborates and receives funds from Project AWARE (which has recently received a decrease in funding) at 50%, the school system at 10%, United Way at 9%, Oak Ridge Breakfast Rotary at 1%, and ASAP of Anderson County at 10%.

Performance measures will be closely tracked by participant in the program evaluation database and will be collected and overseen by the program staff. The database will be maintained daily to ensure effective reporting to PMT and OCJP. Each participant file will be kept confidential, locked, and accessible only by the Judge, case manager, and evaluator; each person with access to participant records will sign a confidentiality agreement. Performance measures, including all GPRA measures, will be reported as required through the data system as part of the reporting requirements. Data will be collected regularly; upon program application, phase advancement, graduation: intermittently; upon drug testing: and bi-annually; school disciplinary hearings, truancy, tardies, grades (school performance): and monthly, meetings with case manager, notes on case manager meetings with school personnel, attendance at group sessions, attendance before the judge. Pre- and post-program questionnaires will be measured by using a p-value, calculated by a t-test. All program outcome data (not matched by participant) will be shared with all partnering agencies. Progress reports will be submitted to the court quarterly, including phase progression and all process and outcome measures.

The evaluation of this project is intended to measure participant attainment, success, and completion in an effort to gauge program effectiveness. Process and outcome measures will be used for the sole purpose of improving the program and do not constitute research. Data will be compared to measures collected at phase advancement and program completion to

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measure behavior change as an indicator of program effectiveness. All data related to stated goals and objectives will be collected in a manner according to the timeliness of indicators relating to program objectives. Reports will be generated in print format, including data on phase progression and all process and outcome measures identified in 3.b, Program Goals, Objectives, and Performance Measures and will be shared through the Family Drug Treatment Court Team meetings and at quarterly governing board meetings. Progress measures will be monitored to make necessary changes to the program, as indicated.

The Family Drug Treatment Court is a collaboration between Anderson County Juvenile Court, Anderson County Schools, Anderson County Alternatives to Incarceration, ASAP of Anderson, District Attorney, Court Appointed Special Advocate (CASA) staff and volunteers, Anderson County Sheriff's Office Jailer, County Commission, Juvenile Court Assistant, Probation Officers, Department of Children's Services Social Worker, Community Mediation Services Mediator, Court Bailiff, Public Defender, multiple Guardians Ad Litem, and the Anderson County Court Clerk. Each agency has a specific role in implementing the program to complement existing community services: the program will also utilize social service agencies to link participants to services. Each collaborating agency attends team meetings and serves as a liaison to ensure participants are matched with the services they need. Team members also help make admission decisions and decisions on phase advancement. Juvenile Court will oversee probation and court proceedings; the school system will provide office space, partial salary for case managers, and Project AWARE will collaborate as part of the Team; Alternatives to Incarceration will provide assistance on implementation tools which are also utilized by their program staff; ASAP will provide financial and programmatic oversight of the entire project, in collaboration with Anderson County government; the District Attorney will screen each program applicant to ensure eligibility; CASA volunteers will provide social services for program participants; Chief Jailer Johnson will collaborate through Alternatives to Incarceration to offer support to case managers and will assist in providing data on recidivism; County Commission will provide at least one representative to the Governing Board; the Juvenile Court Asssistant will prepare the docket and collaborate with the Team and the Judge; Probation Officers will liaise between the case managers, Team, and Judge; DCS will collaborate with the Team in cases when necessary (if the family has an open DCS case); Community Mediation will collaborate with the Team when needed to provide mediation services to families; the Court Baliff will cooperate with the Team and provide support during court hearings; the Public Defender will liaise with the Team for all cases represented by their department; Guardians Ad Litem will fully support their participants and will collaborate with the Team on a case-by-case basis; the County Clerk will collaborate with case managers and the Team to ensure proper payment of court fees by the participants.

Performance rneasures will be closely tracked by participant in the program evaluation database. Each participant file will be kept confidential, locked, and accessible only by the Judge, case manager, and evaluator; each person with access to participant records will sign a confidentiality agreement. Performance measures, including all GPRA measures, will be reported as required through the data system as part of the reporting requirements. Data will be collected regularly; upon program application, phase advancement, graduation: intermittently; upon drug testing: and bi-annually; school disciplinary hearings, truancy, tardies, grades (school performance): and monthly; meetings with case manager, notes on case manager meetings with school personnel, attendance at group sessions, attendance before the judge.

Process Measures

- # enrolled parents/guardians/juveniles served
- # additional family members served
- # enrolled parents/guardian used evidence-based practice
- # services provided to participants and enrolled family members
- # and % participants and enrolled family reporting desire to change behavior
- # drug/alcohol tests performed on participants and enrolled family members
- # participants and enrolled participants and family members arrested for VOP
- # enrolled participants and family members arrested for new offenses
- # enrolled who successfully complete program

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Average length of stay for enrolled participants

children placed in out of home care

Average length of stay for children placed in out of home care

children reunited with parents after temporary placement

parents whose rights were terminated

children in permanent placement

The program will conduct weekly team meetings (consisting of intake meeting, phase progression meeting, and discussion of additional services needed), court sessions, home visits, individual therapy, group therapy, and parenting classes.

Project Evaluation

The evaluation of this project is intended to measure participant attainment, success, and completion in an effort to gauge program effectiveness. Process and outcome measures will be used for the sole purpose of improving the program and do not constitute research. Participants are informed that information they provide to the Judge or case manager may be kept in their participant file. Participants complete a lengthy questionnaire as part of their entry into the program. This questionnaire is multi-purpose: 1) collect baseline data measures; 2) identify readiness, willingness, and fit for program. Data provided will be entered into the program database, to be designed by the project evaluator. Data will be compared to measures collected at phase advancement and program completion to measure behavior change as an indicator of program effectiveness. All data related to stated goals and objectives will be collected in a manner according to the timeliness of indicators relating to program objectives.

Outcomes

Reduce participant substance use by 85%; Reduce truancy among participants by 15%; Reduce prevalence of depressive and psychological episodes among participants by 30%; Reduce number of school discipline events among participants by 25%; Increase personal decision-making skills by 50%; Improve educational attainment by 15%; Reduce juvenile court recidivism rate; Increase decision-making skills by 45%

The Anderson County Government, in cooperation with ASAP of Anderson, will operate the Family Drug Treatment Court to support the prevention, adjudication, and rehabilitation of juvenile drug offenders and their family members. This project will focus on the pilot intervention to reduce illegal drug and violent crime activities for at-risk youth in Anderson County. A number of evidence-based programs are incorporated into the program, which is built on best practices from other programs across the country.

Program goals include increasing educational attainment and reduce juvenile delinquency among participants by 30% by 2021 and reducing juveniles with second drug offense by 60% by incorporating treatment involving the family unit, reducing the number of adults with multiple drug offenses by 2021. Objectives include increasing coping/drug refusal/assertiveness skills by 25% by September 29, 2019 as measured by coping/drug refusal/assertiveness skills domain questions from participant post-evaluation; decreasing juvenile court drug/alcohol offenses by 20% by September 29, 2021 as measured by Juvenile Court Docket; decreasing drug/alcohol offenses in adult criminal court by 8% by September 29, 2021 as measured by Criminal Court Docket, and increasing capacity of courts to intervene with substance-abusing adolescents and adolescents with co-occurring disorders enrolled with the court as a result of drug offenses.

The program will utilize a team-based approach, providing therapy and evidence-based programs to participants, including: Assertive Continuing Care, Adolescent Community Reinforcement Approach, Multidimensional Family Therapy, Motivational Interviewing, Cognitive Behavioral Therapy, and Contingency Management. Each approach will be reinforced through weekly court meetings and weekly encounters with the case manager/therapist.

Major deliverables include a final program handbook and evaluation results to assist in replication as well as program outcomes based on participant success.

E. Scope of Services

The Anderson County Government, in cooperation with ASAP of Anderson, will operate the Family Drug Treatment Court to support the prevention, adjudication, and rehabilitation of juvenile drug offenders and their family members. This project will focus on the pilot intervention to reduce illegal drug and violent crime activities for at-risk youth in Anderson County. A number of evidence-based programs are incorporated into the program, which is built on best practices from other programs across the country.

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Major deliverables include a final program handbook and evaluation results to assist in replication as well as program outcomes based on participant success.

- Service / Time Records. The method used to document service/time records will include at a minimum:
 - A. Hours and dates worked on the project for each professional service contract position / staff person;
 - B. A description of services performed for each professional service contract position / staff person; and
 - C. Records of actual supplies used and/or operating expenses incurred that are allowable under the subcontract.

- Contract Termination.
 - A. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the subrecipient violates any terms of this Grant Contract ("Breach Condition"), the grantee shall

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have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the subrecipient shall not be relieved of liability to the grantee for damages sustained by virtue of any Breach Condition and the grantee may seek other remedies allowed at law or in equity for breach of this Grant Contract.

- B. 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 grantee's reserves the right to terminate this Grant Contract upon written notice to the subrecipient. The grantee's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the grantee. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the subrecipient shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the subrecipient 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.

Payment Terms and Conditions.

A. Full-time and part-time staff will be compensated by the subrecipient for the hours of professional service toward program implementation under the terms and conditions of the contract.

B. If required, professional service budgets should be submitted using the same budget format required for the particular funding source. Budgets should be descriptive and complete.

- Records Access.** A provision allowing the funding authority (the Grantee, OCJP, the U.S. Department of Justice, and the Comptroller General of the United States, or any of their duly-authorized representatives) to have access, for purpose of audit and examination, to any records pertinent to the grant upon demand.

- Restriction Regarding Non-Disclosure Agreements related to Confidentiality and Reporting Waste, Fraud, and Abuse.** No recipient under this subcontract or subaward or entity at receives any funds under this agreement, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, and abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

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The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

A. In accepting this subaward or contract, the recipient

1. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
2. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

B. If the recipient does or is authorized to make further subawards or contracts under this subaward,

1. it represents that:
 - a. (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
2. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or

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permit resumption of) such obligations only if expressly authorized to do so by that agency.

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Nonprofit Subrecipient – Required Subcontract Sections:

- Conflicts of Interest. The Grantee warrants that no part of the total Grant 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.
- 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 Form to Report Lobbying," 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.

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- **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 such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- **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.
- **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.
- **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 for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or duly appointed representatives.

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

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

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury. The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

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.

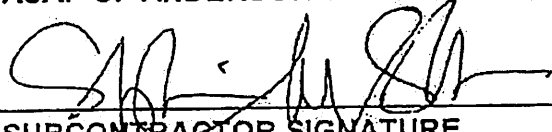
- Patents and Copyrights.** OCJP and/or the U.S. Department of Justice shall have irrevocable, nonexclusive royalty-free license to any invention and to reproduce, publish, and use any materials, in whole or in part, and authorize others to do so, which are produced utilizing federal and/or state funds provided under the terms of a subgrant.
- Disclosure of Personal Identity Information.** The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee's attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee's attention. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.
- Intellectual Property.** The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Grantee shall satisfy and indemnify the

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State for the amount of any settlement or final judgment, and the Grantee shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Grantee notice of any such claim or suit and full right and opportunity to conduct the Grantee's own defense thereof, however, the failure of the State to give such notice shall only relieve the Grantee of its obligations under this Section to the extent Grantee can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Grantee, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

IN WITNESS WHEREOF,

ASAP OF ANDERSON COUNTY, INC.:

 3/26/19
SUBCONTRACTOR SIGNATURE DATE

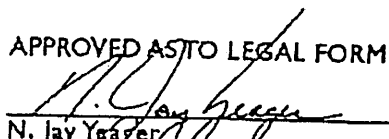
Stephanie A. Strutner, Executive Director
PRINTED NAME AND TITLE OF SIGNATORY (above)

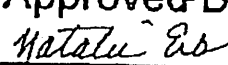
ANDERSON COUNTY GOVERNMENT

 4/3/19
GRANTEE SIGNATURE DATE

Terry Frank, countymayor
PRINTED NAME AND TITLE OF SIGNATORY (above)

APPROVED AS TO LEGAL FORM


N. Jay Yeager
Anderson County Law Director

Approved By
 4.5.19
Natalie Erb, CPA, CTP
Anderson County Finance Director

Approved by Commission

3-18-19
Date

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ANDERSON COUNTY R2: RECOVERY & RESILIENCE PROGRAM
Participant Handbook

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- II. Mission Statement
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- IX. Incentives and Sanctions
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- XI. Important Contact Information
- XII. Court and Treatment Times
- XIII. R2: Recovery & Resilience Program Application
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 - a. Participant Agreement—Juvenile
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Welcome

Welcome to the Anderson County R2: Recovery & Resilience Program. This handbook will explain what R2: Recovery & Resilience Program is all about and the requirements of the program. Should you choose to participate and are accepted into the program; this handbook will assist you through the phases to successful completion of the program.

The Anderson County R2: Recovery & Resilience Program's goals are to provide participants, along with their families, the educational tools and support you will need in order to make positive lifestyle changes. These tools will assist in breaking the cycle of substance use/abuse and crime. Drug addiction rehabilitation requires the cooperation of the entire family and you and your family will be held accountable for your actions. The program will assist in reaching this goal by providing the following services:

- Judicial Supervision
- Substance Abuse Treatment
- Family Support
- Probation Supervision
- Intensive Case Management
- Training and Educational Services
- Random Drug Screening
- Family Needs Assessment

All of the above services are intended to help create a better and more stable lifestyle. Participants and their families will be expected to follow the rules of the program outlined by the R2: Recovery & Resilience Program Team and the Judge. These requirements are in addition to your probation and case management requirements. Participants will also be responsible for complying with treatment plans developed by a treatment provider. All participants will be provided the educational tools needed to successfully obtain a drug free lifestyle, be a productive family member and citizen, attend school, follow house rules, make good grades, and abstain from alcohol and drug use.

This program is not easy. It requires many hours of participation by the juvenile and their families; however, you will have help from the R2: Recovery & Resilience Program Team, Judge, Probation Officer, and Case Manager. The amount of time the participant spends in the program will be up to the participant. Failure to abide by rules can prevent you from progressing to the next phase.

Please read this handbook carefully. It is your responsibility to be familiar with its contents. Failure to abide by the contents found within can result in immediate sanctions.

It is also imperative you bring this handbook along with your calendar with you to every Drug Treatment Court session.

To be considered for this program, you must complete an application and return it with all forms from this packet, signed, to the Drug Treatment Court Coordinator.

EXHIBIT 1

19-0144

Mission Statement

To empower participants to achieve a sustainable substance-free, healthy lifestyle and to develop responsible citizenship through prevention, treatment, education, and coordination of services.

Program Description

The R2: Recovery & Resilience Program is a program for juvenile offenders who have substance abuse issues and have not been successful in maintaining drug abstinence. The court can utilize both pre-trial and post-conviction, whichever is deemed most appropriate. The program is a minimum of nine (9) months and may be extended longer if necessary, depending on participant progress. Participants must remain clean and sober, be a productive citizen in the community, and complete all four (4) phases of the program to graduate.

All participants will be under close supervision. Each participant shall attend weekly court reviews before the R2: Recovery & Resilience Program Judge. In addition, each participant will be assigned a case manager. Counseling and group therapy will be arranged by the case manager. Each participant will complete at least 25 hours of community service work with a pre-approved community organization and be subject to random drug testing.

Eligibility Criteria

- Offender must be between the ages of 13-17
- The current charge must be a non-violent, drug or property-related felony or misdemeanor
- Offender cannot have any outstanding charges or holds in any other court outside the district
- Offender cannot have current sex offender charges or be a convicted sex offender
- Offender must be a resident of Anderson County
- Offender cannot be an illegal alien
- Offender cannot act as an active informant
- Offender must be on court supervision or school discipline
- Offender cannot be actively suicidal or homicidal or psychotic
- Offender should not have a history of drug trafficking

EXHIBIT 1 19-0144

Program Expectations and Rules

The following is a list of program expectations for the Anderson County R2: Recovery & Resilience Program. Many of these rules are the same as the Anderson County Juvenile Court Rules of Probation; however, there are some additions. All of these rules are designed to keep participants on track to graduate the program and become responsible citizens of the community. Failure to follow these rules could result in sanctions. Compliance with these rules could result in incentives.

- Participants must be enrolled in school
- Participants must attend all scheduled R2: Recovery & Resilience Program sessions
- Participants must participate in drug rehabilitation treatment
- Participants must be on time for all scheduled appointments with case management, probation officer, drug treatment, community service, and any other court-ordered program
- Participants may not use any alcohol, drugs, or tobacco while in the program
- Participants will submit to random drug and alcohol screens administered by probation officers, case management, or treatment professionals
- Participants must contact probation officer or case manager if they have any contact with law enforcement, are prescribed any drug by a doctor, are going to be absent for drug treatment, or if they are going to miss court
- Participants in Phase I and Phase II will not participate in overnight stays (sleepovers) with friends at home or anyone else's home
- Parents are required to complete the Parent Project or alternative family counseling
- Participants must follow all the rules of probation
- Participants will be placed on valid court order (VCO) for absences. This means participants must go to school, no exceptions. If a participant is sick, he/she may visit the school nurse or administrator who may allow them to visit a doctor who will determine if they are able to be at school. Parent notes will not excuse absences from school. If a participant receives a doctor's note to miss school, the participant is required to contact their probation officer and case manager immediately. Failure to contact probation officer/case manager could result in a sanction by the court.
- Participant shall return to the R2: Recovery & Resilience Program to give their testimony to current participants

Court Room Rules

- Arrive on time for court
- Family members only in the courtroom
- Remain seated in court. No getting up and down to go out of the courtroom
- Participants must sit with their parent or guardian in the courtroom
- Participants must follow all other rules posted outside the courtroom
- No cell phones or any other electronic device allowed in the courtroom

EXHIBIT 1

19-044

Court Dress Code

The following is a list of unacceptable dress items in the courtroom. This is a court of law and must be respected. Appropriate dress is mandatory. Violations may receive immediate sanctions.

NO hats or any head gear
NO tank tops
NO shorts above the knee
NO sagging pants
NO bare midriffs
NO gang affiliated clothing

NO profanity
NO hoods worn on the head
NO sandals or flip-flops
NO alcohol or drug paraphernalia on clothing
NO clothing with holes

Incentives and Sanctions

In the Anderson County R2: Recovery & Resilience Program, there are a variety of consequences to offset negative behavior. The Drug Treatment Court also likes to reward for exceptional citizenship and tries to keep a plentiful supply of rewards on hand. This is a list of common incentives and sanctions; however, there could be additions or subtractions to the list without notice.

Incentives	Sanctions
Verbal Praise	Community Service Work
Reduction in court appearances	24-Hour curfew
Reduction in court meetings	Essays
Phase advancement	Detention
Reduction in curfew	Lengthening time in the program, phase demotion, and additional judicial reviews
Certificates of completion, diploma	Loss of privileges
Gift cards or reduction in fees	Impounding of property (cell phones, computers, or other electronic devices)

EXHIBIT 1 19-2141

Program Phases

The R2: Recovery & Resilience Program consists of a short three-week probationary period, followed by four phases. Each phase is a minimum of nine weeks and as the participant advances, each phase will become less and less intensive. For phase advancement, the participant must be drug-free, comply with drug treatment and probationary rules, and comply with rules of parent and school. All participants must participate in drug treatment, be in school, seeking their GED, or working and shall perform community service. Community service fosters personal growth and shall be arranged through a community agency and approved by the R2 Team:

Minimum Program Time = 9 months / Total Cost = \$450	Probationary Period	Must remain on 24-hour curfew. Must improve or maintain satisfactory grades in school. Shall meet with probation officer/case manager weekly. If the District Attorney's office approves the juvenile to apply and the R2 Team feels juvenile is a good fit for the program, they will move into Phase I. Random drug testing will occur. Time Period: 3 weeks
	Phase I	Must improve or maintain satisfactory grades in school. Shall complete detox and intensive outpatient treatment if necessary. Shall have weekly judicial reviews, weekly meetings with probation officer/case manager. Random drug tests. Must remain drug-free at least 30 consecutive days. Must have paid amount determined by judge, if ordered. Lasts a minimum of 9 weeks
	Phase II	Must improve or maintain satisfactory grades in school. Shall have weekly judicial reviews, weekly meetings with probation officer/case manager, random drug tests, less intensive drug treatment. Must be drug-free at least 45 consecutive days. Must have paid amount determined by judge, if ordered. Must complete at least 10 hours of community service. Lasts a minimum of 9 weeks
	Phase III	Must improve or maintain satisfactory grades in school. Shall have relapse prevention, weekly judicial reviews, weekly meetings with probation officer/case manager, random drug tests, less intensive drug treatment. Must be drug-free at least 45 consecutive days. Must have paid amount determined by judge, if ordered. Must complete at least 10 hours of community service. Lasts a minimum of 9 weeks
	Phase IV	Must improve or maintain satisfactory grades in school. Shall have aftercare, weekly judicial reviews, weekly meetings with probation officer/case manager, random drug tests, less intensive drug treatment. Must be drug-free at least 90 consecutive days. Must have paid amount determined by judge, if ordered. Must complete at least 10 hours of community service: employment hours may be substituted in lieu of community service at the discretion of the R2 Team. Lasts a minimum of 9 weeks

EXHIBIT 1 19-044

Graduation

When the participant has successfully completed all four phases of the program, completed all community service work, paid court costs and restitution, and is drug-free, the R2 Team may decide the program has been successful and there will be a graduation ceremony. The R2 Team will determine phase advancement as well as the date of graduation from the program.

The final approval for graduation will be determined by the R2: Recovery & Resilience Program Judge, based upon the recommendation of the R2 Team.

Graduation is a tremendous accomplishment! When a participant has reached this point of the program, they have demonstrated major changes in their life!

Graduation does not automatically mean that the probationer is released from County Probation. The R2 Team will have discretion and develop a discharge summary. Failure to follow the discharge plan may result in an extended county probation period and/or violation of probation.

Upon graduation of Drug Treatment Court, the probationer will not be re-admitted to the R2 Program.

The discharge summary will be included in a discharge plan.

REMEMBER: The more compliant the participant and their family, the faster the program will move.

In order to graduate, participants must have paid all court costs, restitution, completed community service, and probation fees or have a plan in place and have exhibited a good faith effort towards payment.

EXHIBIT 1 19-0144

Important Contact Information

Anderson County Juvenile Court Lead Youth Services Officer	865-457-6224
R2 Case Managers	
Contact Helpline 24-Hour Crisis Line	865-482-4949
District Attorney's Office	865-457-5640
Public Defender's Office	865-457-0006
Ridgeview—Amy Olson	865-482-1076 (Oak Ridge)
ETHRA Transportation	865-691-2551
Anderson County Court Clerk (fee payment)	865-259-2351
Probation Officer	
CASA	865-425-0888

EXHIBIT 1 19-0144

Welcome to the Anderson County R2: Recovery & Resilience Program

Through your participation in the Anderson County R2: Recovery & Resilience Program, you are expected to:

Attend Drug Treatment Court hearings weekly on Wednesday afternoons at 3 pm.

Attend the Drug Treatment Court group on _____ afternoons from _____ to _____ pm. If you are unable to attend group, you must contact your case manager at _____ to inform them of the reason for your absence.

Attend individual counseling weekly as scheduled with your case manager. Your case manager's name is: _____ . He/she may be reached at: _____ .

If you have any questions, you may contact your case manager or your DSS worker.

EXHIBIT 1 19-0144

ANDERSON COUNTY R2: RECOVERY & RESILIENCE PROGRAM

Application

EXHIBIT 1

19-0144

ANDERSON COUNTY R2: RECOVERY & RESILIENCE PROGRAM APPLICATION

To be considered for acceptance into the R2: Recovery & Resilience Program, please provide the following information.

Name: _____

Age: _____

Gender: Female Male

Race: American Indian Asian Black White
 Pacific Islander Other

Parent/Guardian Name(s): _____

For what reason you are receiving services from this program (check all that apply)?

Emotional/Mental Health Alcohol or Drugs Juvenile Charge DCS Custody Case

Home Address:

Street:		
Apartment/Unit #:		
City:	State:	Zip Code:

Additional Contact Information:

Home Phone	
Cell Phone	Texting Capabilities? Yes No
Alternate Phone	
Email	
Facebook Account Name	
Twitter Handle	
Instagram Account Name	
Other Social Media	

Please list all current and previous charges:

Date	Type

EXHIBIT 1 19-0144

Please check the appropriate box:

Eligibility Criteria	Yes	No
Are you between the ages of 13 and 17?		
Are you a United States citizen?		
Are you a resident of Anderson County?		
Do you have charges for violent crimes?		
Do you have any outstanding holds in any other court?		
Do you have a current charge or have you ever been convicted as a sex offender?		
Are you currently acting as an active informant for an investigation?		
Do you have a current charge or have you ever been convicted for drug trafficking?		

For Office Use Only:

District Attorney Approval:	Yes / No	Date:
Approved by:	Name:	Signature:
Drug Court Team Decision:	Accept / Deny	Date:
Approved by:	Name:	Signature:
Notes:		

EXHIBIT 1 19-0144

ANDERSON COUNTY R2: RECOVERY & RESILIENCE PROGRAM

Forms to be Signed

PARTICIPANT AGREEMENT—JUVENILE

I, _____, having been accepted for participation in the Anderson County R2: Recovery & Resilience Program, agree to abide by the following program requirements:

I will appear before the R2: Recovery & Resilience Program Judge on a weekly basis unless instructed otherwise.

I will comply fully with all treatment recommendations, which may include payment of treatment fees. I agree not to use alcohol and/ or illegal drugs while participating in the R2: Recovery & Resilience Program. I will notify the R2: Recovery & Resilience Program Coordinator before taking any prescribed or over-the-counter medication.

I will follow the instructions of the R2: Recovery & Resilience Program Judge, the Coordinator, the Ridgeview Therapist, and Probation Officer.

I will submit to regular urine testing. I understand that urine tests could be conducted on a daily basis. At the initial phase of my participation in the program, these tests will be at least twice a week. It is my responsibility to make myself available for those tests.

I understand that the Court may require me to attend school as part of my participation in the Drug Treatment Court Program. Parenting and education groups, as well as other programs may also be required. I also understand that I am responsible for giving the Coordinator my username and password to the student data management system in order to access my school performance and behavior reports.

Login: _____ Password: _____

I understand that positive drug tests, failure to provide urine samples as requested, failure to appear before the R2: Recovery & Resilience Program Judge, criminal offenses or other violations of this Agreement could result in sanction for contempt of Court. Sanctions include, but are not limited to, detoxification, a more intensive level of treatment, an increase in urinalysis testing, a jail sentence or termination from the program.

I understand that it may be required of me to share access to my social media accounts with the R2: Recovery & Resilience Program Coordinator. I will sign any consent or release form necessary for the R2: Recovery & Resilience Program Judge, the Coordinator, the Ridgeview Therapist, Probation Officer or Treatment Team, to monitor my progress in the R2: Recovery & Resilience Program.

I have reviewed and understand the Participant Agreement and agree to the R2: Recovery & Resilience Program Treatment Program requirements set forth above.

Participant: _____ Date: _____

Parent: _____ Date: _____

I have reviewed this document with the Participant and Parent/Guardian.

Coordinator: _____ Date: _____

PARTICIPANT AGREEMENT—PARENT/GUARDIAN

I, _____, having been accepted for participation in the Anderson County R2: Recovery & Resilience Program, agree to abide by the following program requirements:

I will appear before the R2: Recovery & Resilience Program Judge with my child on a weekly basis unless instructed otherwise.

I will comply fully with all treatment recommendations, which may include payment of treatment fees. I agree not to use illegal drugs while participating in the R2: Recovery & Resilience Program and understand that alcohol consumption may also be restricted. I will notify the R2: Recovery & Resilience Program Coordinator before taking any prescribed or over-the-counter medication.

I will follow the instructions of the R2: Recovery & Resilience Program Judge, the Coordinator, the Ridgeview Therapist, and Probation Officer.

I will submit to urine testing. I understand that urine tests could be conducted on a daily basis. It is my responsibility to make myself available for those tests.

I understand that the Court may require me to seek and maintain employment, receive employment counseling, obtain a GED, or attend school as part of my participation in the Drug Treatment Court Program. Parenting and education groups, as well as other programs may also be required.

I understand that positive drug tests, failure to provide urine samples as requested, failure to appear before the R2: Recovery & Resilience Program Judge, criminal offenses or other violations of this Agreement could result in sanction for contempt of Court. Sanctions include, but are not limited to, detoxification, a more intensive level of treatment, an increase in urinalysis testing, a jail sentence or termination from the program.

I understand that it may be required of me to share access to my social media accounts with the R2: Recovery & Resilience Program Coordinator. I will sign any consent or release form necessary for the R2: Recovery & Resilience Program Judge, the Coordinator, the Ridgeview Therapist, Probation Officer or Treatment Team, to monitor our family's progress in the R2: Recovery & Resilience Program.

I have reviewed and understand the Participant Agreement and agree to the R2: Recovery & Resilience Program Treatment Program requirements set forth above.

Parent: _____ Date: _____
I have reviewed this document with the Participant's Parent.

Coordinator: _____ Date: _____

EXHIBIT 1 19-0144

DRUG TESTING PROGRAM

The purpose of this drug testing program is to identify individuals who need help overcoming their drug problems and reduce the frequency of testing for those who have shown consistent abstinence through drug testing.

A positive result or refusal to submit to a test (reported as positive) is a violation of the Drug Treatment Court rules for your participation in the Anderson County R2: Recovery & Resilience Program.

If you are taking prescribed medications, you must report them and show proof from the prescribing doctor to the Drug Treatment Court Coordinator. Failure to report medication prior to testing or failure to provide verification of prescription medication will result in a positive urine screen report.

I have read the above or had it read to me and with my signature I acknowledge that I understand the procedure and my responsibilities.

Client Signature/ Date

Parent/Guardian Signature/ Date

Printed Client Name

Coordinator Signature/ Date

CONSENT FOR RELEASE OF CONFIDENTIAL INFORMATION

The mission of the Anderson County R2: Recovery & Resilience Program is to empower participants to achieve a sustainable substance-free, healthy lifestyle and to develop responsible citizenship through prevention, treatment, education, and coordination of services.

I, _____, DOB _____, consent to the release and exchange of information regarding my attendance in the Anderson County R2: Recovery & Resilience Program, including its personnel and all members of the R2: Recovery & Resilience Program Team, along with their representative agencies regarding the following information:

Substance abuse assessment and evaluation, diagnosis, details of my substance abuse treatment plan, results of any urinalyses, details of my compliance, or lack thereof, with my substance abuse treatment plan or other services being provided to me, including attendance, cooperation, progress, and prognosis, medical records pertaining to my alcohol and/or drug usage, and all records pertaining to the mental and physical health of myself and my child(ren), if applicable, under the jurisdiction of the Juvenile Court, as well as records pertaining to:

The purpose of this release is to provide the Anderson County R2: Recovery & Resilience Program Team with information to support my treatment and recovery, and to monitor my compliance with the Anderson County R2: Recovery & Resilience Program requirements. I understand that I may be asked to disclose protected personal health information in open court, where it may be heard by other R2: Recovery & Resilience Program participants who are not involved in my case.

Prior to signing this consent, I was given a copy of the Notice of Privacy Practices of the Anderson County R2: Recovery & Resilience Program and had an opportunity to review it.

I understand that I may revoke this consent, in writing, at any time except to the extent that action has been taken in reliance on it, and that in any event, this consent expires either on _____ or upon my discharge from the Anderson County R2: Recovery & Resilience Program, whichever is later. I further understand that my revocation of this consent may result in my immediate termination from the Anderson County R2: Recovery & Resilience Program.

I further understand that I have the right to ask the Anderson County R2: Recovery & Resilience Program to restrict how my protected personal health information is used or disclosed. The Anderson County R2: Recovery & Resilience Program is not required to agree to the restrictions that I request. However, once it does agree to a restriction, that restriction is binding on the Anderson County R2: Recovery & Resilience Program.

I also understand that any disclosure made regarding substance abuse patient information is bound by 42 U.S.C. 290dd- 2 and by Part 2 of Title 42 of the Code of Federal Regulation governing Confidentiality of Alcohol and Drug Abuse Patient Records.

Participant

Date

Parent/Guardian

Date

Witness

Date

**NOTICE OF PRIVACY PRACTICES
CONFIDENTIALITY OF ALCOHOL AND DRUG ABUSE PATIENT RECORDS**

The confidentiality of alcohol and drug abuse patient records maintained by this program is protected by Federal law and regulations. Generally, the program may not say to a person outside the program that a patient attends the program, or disclose any information identifying a patient as an alcohol or drug abuser unless:

- The patient consents in writing, or
- The disclosure is allowed by a Court order, or
- The disclosure is made to medical personnel in a medical emergency, or
- The disclosure is made to qualified personnel for the purpose of program research, audit or evaluation, or
- The disclosure is made regarding information about a crime or threat to commit a crime by a patient either at the program or against any patient, employee or other identifiable person, or
- The disclosure is made pursuant to state laws requiring information about suspected abuse or neglect of children to be reported to local authorities.

Violation of the Federal law and regulations by a program is a crime. Suspected violations may be reported to appropriate authorities in accordance with Federal regulations.

I also agree to keep all information including records, identities and observations of other clients confidential. (See 42 U.S.C. 290dd-3 and 42 U.S.C. 290ee-3 for Federal laws and 42 CFR Part 2 for Federal regulations.)

PARTICIPANT NAME (PRINT)

CASE NUMBER

PARTICIPANT SIGNATURE

DATE

PARTICIPANT SIGNATURE

DATE

EXHIBIT 1 19-0144

ATTACHMENT A-1

Page 1

GRANT BUDGET				
AGENCY NAME: Anderson County Government				
FUND SOURCE: OCJP JAG				
SOLICITATION NUMBER: CFDA 16.738				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: February 1, 2018 END: June 30, 2019				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$40,613.00	\$0.00	\$40,613.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$18,959.00	\$0.00	\$18,959.00
11, 12	Travel, Conferences & Meetings ²	\$10,429.00	\$0.00	\$10,429.00
13	Interest ²	N/A	N/A	N/A
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$20,000.00	\$0.00	\$20,000.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
n/a	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
25	GRAND TOTAL	\$90,001.00	\$0.00	\$90,001.00

¹ 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: http://www.in.gov/essets/entities/finance/ocjp/attachments/Appendix_J_Policy_03_Report.xls)

² Applicable detail follows this page if line-item is funded.

CASH MATCH SHOULD BE REFLECTED IN THE TOTAL PROJECT AMOUNT IN THE SUMMARY AND DETAIL PAGES WHEN APPLICABLE

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Anderson County Government
 FUND SOURCE: OCJP JAG
 SOLICITATION NUMBER: CFDA 16.738

SALARIES, BENEFITS & TAXES	AMOUNT
Summary of individual positions that will support project activities. Review Instructions for examples.	\$0.00
Position 1: Case Manager/Project Director 1 (Est 95% time on project)	\$31,238.00
Position 2: Case Manager 2 (Est 20% time on project)	\$4,750.00
Position 3: Executive Director (Est 5% time on project)	\$2,000.00
Position 4: Bookkeeper (Est 15% time on project)	\$2,625.00
TOTAL	\$40,613.00

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
<Please provide description here>	\$0.00
<Please provide description here>	\$0.00
Repeat row(s) as Necessary	\$0.00
TOTAL	\$0.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Occupancy: <Please provide description here>	\$0.00
Supplies: Phone (prorated), urine drug test kits, program incentives, toner, postage, calendars for all participants, passive alcohol sensor, general office supplies, desks (full time case manager and part time case manager), 2 filing cabinets, computer software, 2 desk chairs, therapy nook seating, cubicle panels for 2 cubes, wall paint for new office for new employees	\$18,959.00
Sensitive Minor Equipment: <Please provide description here>	\$0.00
All Other Items: <Please provide description here>	\$0.00
Repeat row(s) as Necessary	\$0.00
TOTAL	\$18,959.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel: Mileage for therapist to make home visits and travel between schools	\$3,724.00
Training and Conferences Attended by Agency Staff: <Please provide description here>	\$6,705.00
Training and Conferences Implemented by Agency: <Please provide description here>	\$0.00
Repeat row(s) as Necessary	\$0.00
TOTAL	\$10,429.00

INSURANCE	AMOUNT
Description of Insurance: <Please provide description of Insurance here>	\$0.00
TOTAL	\$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Description of Specific Assistance to Individuals: <Please provide descriptions of Specific Assistance to Individuals here>	\$0.00
Repeat row(s) as Necessary	\$0.00

TOTAL \$0.00

DEPRECIATION	AMOUNT
Description of Depreciation: <Please provide description of depreciation here>	\$0.00
TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
Prior approval required by OCJP before budgeting in this line. Specific, Descriptive, Detail required. <Please provide description here>	\$0.00
TOTAL	\$0.00

CAPITAL PURCHASE	AMOUNT
Description of Capital Purchases: <Please provide description of Capital Purchases here>	\$0.00
TOTAL	\$0.00

INDIRECT COST	AMOUNT
Description of Indirect Costs: <The approved cost allocation plan reflects a 10% indirect cost rate. The items charged to indirect cost are: Admin staff and their related salaries, supplies, occupancy, and travel. Total indirect cost est. @ \$100,000 X 10% = \$10,000 (charged to the grant).>	\$20,000.00
TOTAL	\$20,000.00

IN-KIND EXPENSE	AMOUNT
Volunteer Time: <Please provide description here>	\$0.00
Donated Space: <Please provide description here>	\$0.00
Donations: <Please provide description here>	\$0.00
Repeat row(s) as Necessary	\$0.00
TOTAL	\$0.00

Exhibit 2

GRANT BUDGET				
AGENCY NAME: ASAP of Anderson				
FUND SOURCE: OCJP JAG c/o Anderson County Government				
SOLICITATION NUMBER: CFDA 16.738				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: April 15, 2019 END: June 30, 2019				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$83,595.00	\$0.00	\$83,595.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$9,560.00	\$0.00	\$9,560.00
11 12	Travel, Conferences & Meetings ²	\$6,845.00	\$0.00	\$6,845.00
13	Interest ²	N/A	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
n/a	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
25	GRAND TOTAL	\$100,000.00	\$0.00	\$100,000.00

¹ 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/ocjp/Appendix J Policy 03 Report.xls>)

² Applicable detail follows this page if line-item is funded

EXHIBIT 2

**CASH MATCH SHOULD BE REFLECTED IN THE TOTAL PROJECT AMOUNT IN THE SUMMARY AND
DETAIL PAGES WHEN APPLICABLE**

ATTACHMENT A-1
Page 2

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: ASAP of Anderson
 FUND SOURCE: OCJP JAG c/o Anderson County Government
 SOLICITATION NUMBER: CFDA 16.738

SALARIES, BENEFITS & TAXES	AMOUNT
Summary of individual positions that will support project activities. Review Instructions for examples.	\$0.00
Position 1: Case Manager/Project Director 1 (Est 40 hours per week)	\$54,000.00
Position 2: Bookkeeper/Office Manager (Est 18 hours per month)	\$8,000.00
Position 3: Executive Director (Est 16 hours per month)	\$6,000.00
Benefits: Medical \$6,000, SUTA, Workers Comp, FICA, Medicare, Retirement 7%	\$15,595.00
TOTAL	\$83,595.00

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
<Please provide description here>	\$0.00
<Please provide description here>	\$0.00
Repeat row(s) as Necessary	\$0.00
TOTAL	\$0.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies	
Phone	\$1,000
Urine drug test kits	\$3,500
Program incentives	\$500
Printing and Publications	\$300
Postage	\$54
Software	\$256
General office supplies	\$3,000
PAS Passive Sensors for court (2)	\$950
Occupancy: <Please provide description here>	\$0.00
Supplies: <Please provide description here>	\$0.00
Sensitive Minor Equipment:	\$0.00
All Other Items: <Please provide description here>	\$0.00
Repeat row(s) as Necessary	\$0.00
TOTAL	\$9,560.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel: Mileage for therapist to make home visits and travel between schools	\$3,300.00
Training and Conferences Attended by Agency Staff: <Please provide description here>	\$0.00
Conference registration	\$550
Hotel	\$800
Per diem	\$335
Airfare	\$550
Nashville conference registration	\$350
Hotel	\$716

EXHIBIT 2

	Per diem	\$244
Training and Conferences Implemented by Agency: <Please provide description here>		\$0.00
Repeat row(s) as Necessary		\$0.00
TOTAL		\$6,845.00

INSURANCE	AMOUNT
Description of Insurance: <Please provide description of Insurance here>	\$0.00
TOTAL	\$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Description of Specific Assistance to Individuals: <Please provide descriptions of Specific Assistance to Individuals here>	\$0.00
Repeat row(s) as Necessary	\$0.00
TOTAL	\$0.00

DEPRECIATION	AMOUNT
Description of Depreciation: <Please provide description of depreciation here>	\$0.00
TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
Prior approval required by OCJP before budgeting in this line. Specific, Descriptive, Detail required. <Please provide description here>	\$0.00
TOTAL	\$0.00

CAPITAL PURCHASE	AMOUNT
Description of Capital Purchases: <Please provide description of Capitol Purchases here>	\$0.00
TOTAL	\$0.00

INDIRECT COST	AMOUNT
Description of Indirect Costs: <Please provide description of Indirect Costs here>	\$0.00
TOTAL	\$0.00

IN-KIND EXPENSE	AMOUNT
Volunteer Time: <Please provide description here>	\$0.00
Donated Space: <Please provide description here>	\$0.00
Donated Goods: <Please provide description here>	\$0.00
Repeat row(s) as Necessary	\$0.00
TOTAL	\$0.00

Exhibit 3

GRANT BUDGET				
AGENCY NAME: ASAP of Anderson				
FUND SOURCE: OCJP JAG c/o Anderson County Government				
SOLICITATION NUMBER: CFDA 16.738				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: July 1, 2019 END: June 30, 2020				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$83,595.00	\$0.00	\$83,595.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$9,560.00	\$0.00	\$9,560.00
11 12	Travel, Conferences & Meetings ²	\$6,845.00	\$0.00	\$6,845.00
13	Interest ²	N/A	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
na	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
25	GRAND TOTAL	\$100,000.00	\$0.00	\$100,000.00

¹ 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/ocip/Appendix J Policy 03 Report.xls>)

² Applicable detail follows this page if line-item is funded.

EXHIBIT 3

CASH MATCH SHOULD BE REFLECTED IN THE TOTAL PROJECT AMOUNT IN THE SUMMARY AND
DETAIL PAGES WHEN APPLICABLE

ATTACHMENT A-1
Page 2

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: ASAP of Anderson
FUND SOURCE: OCJP JAG c/o Anderson County Government
SOLICITATION NUMBER: CFDA 16.738

SALARIES, BENEFITS & TAXES	AMOUNT
Summary of individual positions that will support project activities. Review Instructions for examples.	\$0.00
Position 1: <i>Case Manager/Project Director 1 (Est 40 hours per week)</i>	\$54,000.00
Position 2: <i>Bookkeeper/Office Manager (Est 18 hours per month)</i>	\$8,000.00
Position 3: <i>Executive Director (Est 16 hours per month)</i>	\$6,000.00
Benefits: Medical \$6,000, SUTA, Workers Comp, FICA, Medicare, Retirement 7%	\$15,595.00
TOTAL	\$83,595.00

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
<Please provide description here>	\$0.00
<Please provide description here>	\$0.00
Repeat row(s) as Necessary	\$0.00
TOTAL	\$0.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies	
Phone	\$1,000
Urine drug test kits	\$3,500
Program incentives	\$500
Printing and Publications	\$300
Postage	\$54
Software	\$256
General office supplies	\$3,000
PAS Passive Sensors for court (2)	\$950
Occupancy: <Please provide description here>	\$0.00
Supplies: <Please provide description here>	\$0.00
Sensitive Minor Equipment:	\$0.00
All Other Items: <Please provide description here>	\$0.00
Repeat row(s) as Necessary	\$0.00
TOTAL	\$9,560.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel: Mileage for therapist to make home visits and travel between schools	\$3,300.00
Training and Conferences Attended by Agency Staff: <Please provide description here>	\$0.00
Conference registration	\$550
Hotel	\$800
Per diem	\$335
Airfare	\$550
Nashville conference registration	\$350
Hotel	\$716

EXHIBIT 3

	Per diem	\$244
Training and Conferences Implemented by Agency: <Please provide description here>		\$0 00
Repeat row(s) as Necessary		\$0 00
TOTAL		\$6,845.00

INSURANCE	AMOUNT
Description of Insurance: <Please provide description of Insurance here>	\$0 00
TOTAL	\$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Description of Specific Assistance to Individuals: <Please provide descriptions of Specific Assistance to Individuals here>	\$0 00
Repeat row(s) as Necessary	\$0.00
TOTAL	\$0.00

DEPRECIATION	AMOUNT
Description of Depreciation: <Please provide description of depreciation here>	\$0.00
TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
Prior approval required by OCJP before budgeting in this line. Specific, Descriptive, Detail required. <Please provide description here>	\$0.00
TOTAL	\$0.00

CAPITAL PURCHASE	AMOUNT
Description of Capital Purchases: <Please provide description of Capitol Purchases here>	\$0.00
TOTAL	\$0.00

INDIRECT COST	AMOUNT
Description of Indirect Costs: <Please provide description of Indirect Costs here>	\$0.00
TOTAL	\$0.00

IN-KIND EXPENSE	AMOUNT
Volunteer Time: <Please provide description here>	\$0.00
Donated Space: <Please provide description here>	\$0 00
Donated Goods: <Please provide description here>	\$0.00
Repeat row(s) as Necessary	\$0.00
TOTAL	\$0.00

Exhibit A

GRANT BUDGET				
AGENCY NAME: ASAP of Anderson				
FUND SOURCE: OCJP JAG c/o Anderson County Government				
SOLICITATION NUMBER: CFDA 16.738				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: July 1, 2020 END: June 30, 2021				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes ²	\$83,595.00	\$0.00	\$83,595.00
4. 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5. 6. 7. 8. 9. 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$9,560.00	\$0.00	\$9,560.00
11 12	Travel, Conferences & Meetings ²	\$6,845.00	\$0.00	\$6,845.00
13	Interest ²	N/A	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
n/a	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
25	GRAND TOTAL	\$100,000.00	\$0.00	\$100,000.00

¹ 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.in.gov/content/dam/in/finance/ocjp/Appendix J Policy 03 Report.xls](https://www.in.gov/content/dam/in/finance/ocjp/Appendix%20J%20Policy%2003%20Report.xls))

² Applicable detail follows this page if line-item is funded.

**CASH MATCH SHOULD BE REFLECTED IN THE TOTAL PROJECT AMOUNT IN THE SUMMARY AND
DETAIL PAGES WHEN APPLICABLE**

ATTACHMENT A-1
Page 2

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: ASAP of Anderson
FUND SOURCE: OCJP JAG c/o Anderson County Government
SOLICITATION NUMBER: CFDA 16.738

SALARIES, BENEFITS & TAXES	AMOUNT
Summary of individual positions that will support project activities Review Instructions for examples.	\$0.00
Position 1: Case Manager/Project Director 1 (Est 40 hours per week)	\$54,000.00
Position 2: Bookkeeper/Office Manager (Est 18 hours per month)	\$8,000.00
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Benefits: Medical \$6,000, SUTA, Workers Comp, FICA, Medicare, Retirement 7%	\$15,595.00
TOTAL	\$83,595.00

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
<Please provide description here>	\$0.00
<Please provide description here>	\$0.00
Repeat row(s) as Necessary	\$0.00
TOTAL	\$0.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies	
Phone	\$1,000
Urine drug test kits	\$3,500
Program incentives	\$500
Printing and Publications	\$300
Postage	\$54
Software	\$256
General office supplies	\$3,950
Occupancy: <Please provide description here>	\$0.00
Supplies: <Please provide description here>	\$0.00
Sensitive Minor Equipment: <Please provide description here>	\$0.00
All Other Items: <Please provide description here>	\$0.00
Repeat row(s) as Necessary	\$0.00
TOTAL	\$9,560.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel: Mileage for therapist to make home visits and travel between schools	\$3,300.00
Training and Conferences Attended by Agency Staff: <Please provide description here>	\$0.00
Conference registration	\$550
Hotel	\$800
Per diem	\$335
Airfare	\$550
Nashville conference registration	\$350
Hotel	\$716

EXHIBIT 4

	Per diem	\$244
Training and Conferences Implemented by Agency: <Please provide description here>		\$0.00
Repeat row(s) as Necessary		\$0.00
TOTAL		\$6,845.00

INSURANCE	AMOUNT
Description of Insurance: <Please provide description of Insurance here>	\$0.00
TOTAL	\$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Description of Specific Assistance to Individuals: <Please provide descriptions of Specific Assistance to Individuals here>	\$0.00
Repeat row(s) as Necessary	\$0.00
TOTAL	\$0.00

DEPRECIATION	AMOUNT
Description of Depreciation: <Please provide description of depreciation here>	\$0.00
TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
Prior approval required by OCJP before budgeting in this line. Specific, Descriptive, Detail required. <Please provide description here>	\$0.00
TOTAL	\$0.00

CAPITAL PURCHASE	AMOUNT
Description of Capital Purchases: <Please provide description of Capitol Purchases here>	\$0.00
TOTAL	\$0.00

INDIRECT COST	AMOUNT
Description of Indirect Costs: <Please provide description of Indirect Costs here>	\$0.00
TOTAL	\$0.00

IN-KIND EXPENSE	AMOUNT
Volunteer Time: <Please provide description here>	\$0.00
Donated Space: <Please provide description here>	\$0.00
Donated Goods: <Please provide description here>	\$0.00
Repeat row(s) as Necessary	\$0.00
TOTAL	\$0.00

AGENCY MONITORING CORRECTIVE ACTION PLAN RESPONSE LETTER

If desired, this document may be accompanied by a cover letter with the agency's letterhead. Email the completed form to the OCJP Assistant Director; QA at OCJP.Compliance@tn.gov.

Agency Name: Anderson County Government	OCJP Contract # (s) : 37360, , ,
Name of Person Completing CAP Letter: Randy Walters	Date of CAP Letter: November 5, 2020.
Title of Person Completing CAP Letter: Assistant to the Finance Director	Phone # of Person Completing CAP Letter: 865-463-6809
E-mail Address: rwalters@andersontn.org	
Does your agency agree with the finding(s) and/or observation(s) contained within the OCJP monitoring report?	<p>Agree: <input type="checkbox"/></p> <p>Disagree: <input checked="" type="checkbox"/></p> <p>Please Explain: Anderson County Government agrees with Findings #2 and #3, but disagrees with the example cited in Finding #1.</p> <p>Example cited: "Attachment A. Scope of Services: Objective 1: Increase coping/drug refusal/assertiveness skills by 25% by September 29, 2019 as measured by coping/drug refusal/assertiveness skills domain questions from participant post-evaluation."</p> <p>The date of September 29, 2019 is incorrect and is the result of an undetected typographical error that was originally included in the project application. The date should have been September 29, 2021, consistent with the September 29, 2021 dates for Objectives #2 and #3. (Please see the 8th page of the attached subcontract addendum.)</p>
Address all Findings and/or Observations as outlined in your OCJP Monitoring Report. That is, what plan has been instituted at your agency to correct, as well as avoid in the future, the issue(s) identified? Attach any documentation that ensures compliance with the plan of action.	
Restate Finding #1: Agency has failed to implement project as stated in the grant contract narrative.	
Corrective Action #1: See above.	
Restate Finding #2: Agency has failed to provide adequate oversight of its subcontract.	
<p>Corrective Action #2:</p> <p>In addition to the staff member who currently serves as fiscal director for the project, Anderson County Government is replacing the role of OCJP Grant Project Director for this grant with a qualified county staff member. We expect the selection process will be completed by November 30, 2020.</p>	

When the selection process is completed, Anderson County Government will promptly notify the Program Manager at OCJP. The role of Project Director for this grant has previously been filled by subcontractor staff.

Effective October 26, 2020, the county's Project Fiscal Director is receiving weekly activity reports from the subcontractor's Project Director.

Restate Finding #3: Agency has failed to monitor the subcontracted agency.

Corrective Action #3:

Anderson County Government has scheduled an on-site monitoring review with the subcontractor for January 22, 2021. The subcontract monitoring review will be conducted by the county's OCJP Grant Project Director and the county's fiscal director for this grant. All subcontractor monitoring reviews will utilize the OCJP Subcontract Monitoring Form.

Effective October 26, 2020, the county's Project Fiscal Director is receiving weekly activity reports from the subcontractor's Project Director.

Restate Finding #4: N/A

Corrective Action #4: N/A

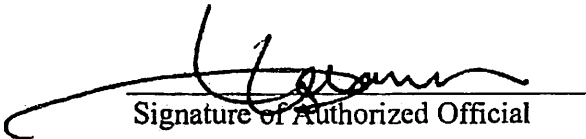
Restate Observation #1: N/A

Observation Corrective Action #1: N/A

Restate Observation #2: N/A

Observation Corrective Action #2: N/A

If you received more than four (4) findings or more than two (2) observations you may add additional rows to the table or make another copy of this document to complete your corrective action plan (CAP) response letter. If your finding(s) included questioned costs, please refer to the Tennessee Office of Criminal Justice Programs Grants Manual Section XIX Subrecipient Monitoring.


Signature of Authorized Official

11/5/2020
Date