

**RUTHERFORD COUNTY, TENNESSEE  
BUDGET AMENDMENT REQUEST  
GENERAL FUND**

Requesting Department: Election  
 Signature of Department Head: Nicole Lester  
 Date Requested: 20-Sep-13  
 Approved By: \_\_\_\_\_  
 Date Approved: \_\_\_\_\_

Account No. & Description	Original Budget	Amended to Date	Actual to Date	Requested Increase	Requested Decrease	Amended Appropriation
<b>101-46980 - Other State Grants</b>	\$ 135,500	\$ 499,850	\$ 1,559	\$ 1,540		\$ 501,390
<b>101-51500-709 - Data Processing Equipment</b>	\$ 15,000	379,350	-	1,540		\$ 380,890
						\$ -
						-

**EXPLANATION FOR ABOVE AMENDMENT REQUEST**

At the June 13 County Commission meeting, a Resolution was adopted authorizing the County Mayor and the Election Registrar to submit a grant application to the State Division of Elections for a new state computer and to acquire/upgrade new voting equipment. This budget amendment will recognize the revenue to be received for the new state computer and to appropriate it to the Election Commission's Data Processing Account.

**Finance Department Use Only**

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

Posted By: \_\_\_\_\_

# Formal Request for Grant Funding to Acquire Computer Hardware and Software Items for Our County Election Office

\_\_\_\_\_ County \_\_\_\_\_ Administrator

By my signature below, I formally request a Help America Vote Act State Grant to acquire the following computer hardware and software items to comply with **TCA § 2-2-303** and **Section 303 of the Help America Vote Act**.

1	Lenovo Desktop Platform 2 System	\$537.68
2	Lenovo Bundled Replacement Hard Drive and 1-Year On-Site Warranty Up-Lift	\$82.99
3	Lenovo LS2023 Widescreen LCD 20 Inch Monitor	\$126.07
4	Lexmark MS510dn monochrome laser printer	\$376.11
5	Second paper drawer, capacity 250 A-4 sheets	\$64.20
6	Combined second and third years Advanced Exchange	\$97.75
7	Microsoft, Office 2013 (STD) for Win 32, License only. Requires downgrade to 2010 per State standard	\$232.94
8	Microsoft, Office 2013(STD), Media only (WWF)	\$21.87
<b>TOTAL</b>		<b>\$1,539.61</b>

**Administrator Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Send signed formal request to Steve Griffy by email with attached scanned document, by US Mail, or Fax to 615.741.1278

After the state reviews your formal request, written notice will be provided to you regarding the status of your request for grant funding for this project.

**2013 State AES Computer Project  
Formal Request Document (Sept. 2013)**



# GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)

<b>Begin Date</b> July 15, 2013	<b>End Date</b> June 30, 2014	<b>Agency Tracking #</b> 30510-00113-75	<b>Edison ID</b>
<b>Contractor Legal Entity Name</b> Rutherford County Election Commission			<b>Edison Vendor ID</b> 2868

<b>Subrecipient or Vendor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	<b>CFDA #</b> 90.401
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**Service Caption (one line only)**  
Purchase computer, printer and software for County Election Office

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013-14	76.98	1,462.63			1,539.61
<b>TOTAL:</b>	<b>76.98</b>	<b>1,462.63</b>			<b>1,539.61</b>

**American Recovery and Reinvestment Act (ARRA) Funding:**  YES  NO

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

OCR USE - GG

Paul Case

<b>Speed Chart (optional)</b> SS00000184	<b>Account Code (optional)</b> 71301009
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**RUTHERFORD COUNTY, TENNESSEE  
BUDGET AMENDMENT REQUEST  
GENERAL FUND**

Requesting Department: County Buildings  
 Signature of Department Head: [Signature]  
 Date Requested: 10-Sep-13  
 Approved By: [Signature]  
 Date Approved: 9/16/13

Account No. & Description	Original Budget	Amended to Date	Actual to Date	Requested Increase	Requested Decrease	Amended Appropriation
<b>101-51800-335 - Maint./Repair Buildings</b>	\$ 50,000	\$ 48,000	\$ 3,922		\$ 1,500	\$ 46,500
<b>101-51800-355 - Travel</b>	\$ 2,500	4,500	3,190	1,500		\$ 6,000
						\$ -
						-

**EXPLANATION FOR ABOVE AMENDMENT REQUEST**

To provide sufficient funding to pay the per diem and travel accommodations to a conference in Austin, TX related to Maintenance Management Software.

**Finance Department Use Only**

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

Posted By: \_\_\_\_\_

**RUTHERFORD COUNTY, TENNESSEE  
BUDGET AMENDMENT REQUEST  
GENERAL FUND**

Requesting Department: Fire & Rescue  
 Signature of Department Head: *Larry Farley*  
 Date Requested: 13-Sep-13  
 Approved By: *Ernest Burgen*  
 Date Approved: 9/16/13

Account No. & Description	Original Budget	Amended to Date	Actual to Date	Requested Increase	Requested Decrease	Amended Appropriation
<b>101-48130 - Contributions</b>	\$ -	\$ -	\$ 165,525	\$ 155,000		\$ 155,000
<b>101-54320-718 - Motor Vehicles</b>	\$ -	-	-	155,000		\$ 155,000
						\$ -
						-

**EXPLANATION FOR ABOVE AMENDMENT REQUEST**

The Christy Houston Foundation has contributed \$155,000 to the county for a rescue truck. This amendment recognizes the revenue received from the contribution and appropriates it to the Motor Vehicle Account to purchase the truck.

**Finance Department Use Only**

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

Posted By: \_\_\_\_\_

**RUTHERFORD COUNTY, TENNESSEE  
BUDGET AMENDMENT REQUEST  
GENERAL FUND**

Requesting Department: Storm Water  
 Signature of Department Head: *Eric Hill*  
 Date Requested: 8-Oct-13  
 Approved By: *Ernest Burgess*  
 Date Approved: 10/8/13

Account No. & Description	Original Budget	Amended to Date	Actual to Date	Requested Increase	Requested Decrease	Amended Appropriation
<b>101-57800-499 - Other Supplies/Materials</b>	\$ 7,794	\$ 7,794	\$ 698		\$ 2,500	\$ 5,294
<b>101-57800-709 - Data Processing Equipment</b>	\$ -	-	-	2,500		\$ 2,500
						\$ -
						-

**EXPLANATION FOR ABOVE AMENDMENT REQUEST**

To provide sufficient funding for the Data Processing Account.

**Finance Department Use Only**

Date Posted: \_\_\_\_\_  
 Posted By: \_\_\_\_\_

**RUTHERFORD COUNTY, TENNESSEE  
BUDGET AMENDMENT REQUEST  
GENERAL FUND**

Requesting Department: Finance Dept  
 Signature of Department Head: [Signature]  
 Date Requested: 1-Oct-13  
 Approved By: [Signature]  
 Date Approved: 10/2/13

Account No. & Description	Original Budget	Amended to Date	Actual to Date	Requested Increase	Requested Decrease	Amended Appropriation
101-40163 Pay in Lieu of Taxes-Other	\$ 7,687,000	\$ 7,687,000	\$ 7,387,777	\$ 413,000		\$ 8,100,000
						-
101-58700-309 Contracts with Government Agencies	1,928,146	1,928,146	2,058,331	130,185		2,058,331
101-39000 Unassigned Fund Balance		16,132,282	16,132,282	282,815		16,415,097
						-
						-
						-
						-
						-
				826,000	-	826,000

**EXPLANATION FOR ABOVE AMENDMENT REQUEST**

This amendment is needed to increase estimated Revenue because of the 10 cent increase in the tax rate adopted in June, 2013, increase in Nissan's payment on the original PILOT, and billing for Gen Mills that had been expected to end in 2012, but is through 2014. Also, as a result of the original increase in NISSAN 's payment, an increase to the Town of Smyrna is necessary for their share of this PILOT.

**Finance Department Use Only**

Date Posted: \_\_\_\_\_  
 Posted By: \_\_\_\_\_

**RUTHERFORD COUNTY, TENNESSEE  
BUDGET AMENDMENT REQUEST  
GENERAL FUND**

Requesting Department: Finance Department  
 Signature of Department Head: *[Signature]*  
 Date Requested: 1-Oct-13  
 Approved By: *[Signature]*  
 Date Approved: 10/2/13

Account No. & Description	Original Budget	Amended to Date	Actual to Date	Requested Increase	Requested Decrease	Amended Appropriation
						\$ -
101-49800 Operating Transfers	636,884	637,033	149	280,000		917,033
101-99100-590 Transfers to Other Funds	-	-		280,000		280,000
						-
						-
						-
						-
						-
				560,000	-	560,000

**EXPLANATION FOR ABOVE AMENDMENT REQUEST**

Request for final payment to the Federal Government on the communication project funded by Homeland Security - American Firefighter's Grant was issued in the first week of August, 2013. Normally, these payments are received within 10 days of request. However, as of September 30, 2013, this payment to Rutherford County continues to show "pending". Because of the Federal Government shut down, it is unknown at this time when we will receive our payment. We do have a bill to Motorola that was due to be paid September 26. We have contacted the vendor to request an extension in order to have the funds in place to pay our obligation. Once the payment has been received, the funds will be transferred back to the general fund from the General Capital Project Fund.

**Finance Department Use Only**

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

Posted By: \_\_\_\_\_

**RUTHERFORD COUNTY, TENNESSEE  
BUDGET AMENDMENT REQUEST  
GENERAL FUND**

Requesting Department: Finance  
 Signature of Department Head: *[Signature]*  
 Date Requested: 10-Oct-13  
 Approved By: \_\_\_\_\_  
 Date Approved: \_\_\_\_\_

Account No. & Description	Original Budget	Amended to Date	Actual to Date	Requested Increase	Requested Decrease	Amended Appropriation
<b>101-49800 - Transfers In</b>	\$ 636,884	\$ 917,033	\$ 149	\$ 560		\$ 917,593
<b>101-34585 - Restricted for Capital Projects</b>	\$ 1,676,072	1,676,221		560		\$ 1,676,781
						\$ -
						-

**EXPLANATION FOR ABOVE AMENDMENT REQUEST**

The Twelve Corners Subdivision Road Project is complete, and there is a balance remaining of \$560.00. This amendment requests to close the project and transfer the remaining funds back to the Restricted for Capital Projects (Development Tax).

**Finance Department Use Only**

Date Posted: \_\_\_\_\_  
 Posted By: \_\_\_\_\_

**RUTHERFORD COUNTY, TENNESSEE**  
**BUDGET AMENDMENT REQUEST**  
General FUND

Requesting Department: Rutherford County Sheriff's Office  
 Signature of Department Head: *[Signature]*  
 Date Requested: Sept. 23, 2013  
 Approved By: \_\_\_\_\_  
 Date Approved: \_\_\_\_\_

Account No. & Description	Original Budget	Amended to Date	Actual to Date	Requested Increase	Requested Decrease	Amended Appropriation
<b>101-44570 Donations</b>	25,000	25,000	10,134	2,750		27,750
<b>54110.401 Animal Supplies</b>	9,625	9,625	3,000	2,750		12,375

**EXPLANATION FOR ABOVE AMENDMENT REQUEST**

Recognize revenue from donations for K9s into Animal Supplies

**Finance Department Use Only**

Date Posted: \_\_\_\_\_  
 Posted By: \_\_\_\_\_

**RUTHERFORD COUNTY, TENNESSEE**  
**BUDGET AMENDMENT REQUEST**  
General FUND

Requesting Department: Rutherford County Sheriff's Office  
 Signature of Department Head: *[Signature]*  
 Date Requested: Sept. 23, 2013  
 Approved By: \_\_\_\_\_  
 Date Approved: \_\_\_\_\_

Account No. & Description	Original Budget	Amended to Date	Actual to Date	Requested Increase	Requested Decrease	Amended Appropriation
101-47250 LE Grants	-0-	-0-	30,821	30,821		30,821
<sup>JAG 13</sup> 54110.716 LE Equipment	202,310	202,310	56,156	27,468		229,778
<sup>JAG 13</sup> 54110.431 LE Supplies	85,000	85,000	20,373	3,353		88,353

**EXPLANATION FOR ABOVE AMENDMENT REQUEST**

To recognize revenue for 2013 JAG Grant into LE Equipment and LE Supplies

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

**Finance Department Use Only**

Date Posted: \_\_\_\_\_  
 Posted By: \_\_\_\_\_

**RUTHERFORD COUNTY, TENNESSEE**  
**BUDGET AMENDMENT REQUEST**  
General FUND

Requesting Department: Rutherford County Sheriff's Office  
 Signature of Department Head: *[Signature]*  
 Date Requested: Oct 2, 2013  
 Approved By: \_\_\_\_\_  
 Date Approved: \_\_\_\_\_

Account No. & Description	Original Budget	Amended to Date	Actual to Date	Requested Increase	Requested Decrease	Amended Appropriation
101-47590 Other Fed./State	119,310	130,141	16,848	27,027		157,168
54110.716GHSO LE Equip.	202,310	229,778	56,156	23,969		253,747
54110.431GHSO LE Supplies	85,000	88,353	20,373	3,058		91,411
101-47590 Other Fed./State	119,310	157,168	16,848	110,887		268,055
54110.716GHSO LE Equip.	202,310	253,747	56,156	37,349		291,096
54110.431GHSO LE Supplies	85,000	91,411	20,373	4,132		95,543
54110.187GHSO OT	857,500	856,500	235,048	57,675		914,175
54110.201 SS	803,810	804,368	217,429	3,576		807,944
54110.204 Retirement	1590,060	1591202	383,741	7,319		1,598,521
54110.212 MC	187,990	188,121	50,850	836		188,937

**EXPLANATION FOR ABOVE AMENDMENT REQUEST**

Recognize revenue from GHSO Teen Safety Grant into LE Equipment and Supplies  
 Recognize revenue from GHSO Alcohol Management Grant into LE Equipment, Supplies and OT with related benefits

**Finance Department Use Only**

Date Posted: \_\_\_\_\_  
 Posted By: \_\_\_\_\_

11 Equip  
 10/1/13

**GRANT CONTRACT**

(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)

<b>Begin Date</b> October 1, 2013	<b>End Date</b> September 30, 2014	<b>Agency Tracking #</b> Z14GHS296	<b>Edison ID</b> 37414		
<b>Contractor Legal Entity Name</b> Rutherford County Sheriff's Office			<b>Edison Vendor ID</b> 41		
<b>Subrecipient or Vendor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		<b>CFDA #</b> 20.600			
<b>Service Caption (one line only)</b> Teen Driver Safety Rutherford County Teen Driver Safety					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2014		\$27,026.92			\$27,026.92
<b>TOTAL:</b>		<b>\$27,026.92</b>			<b>\$27,026.92</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>OCR USE - GG</i>	
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b> 71301000			

14-37414

6/14/2013

Address # 6

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
Rutherford County Sheriff's Office**

This Grant Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and Rutherford County Sheriff's Office, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 41

**A. SCOPE OF SERVICES:**

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The Grantee shall undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: At-Scene Traffic Crash Investigation, SFST, Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.
- A.3. The Grantee shall prepare and submit to the State, progress reports as required, but at a minimum a quarterly report, on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30.
- A.4. Quarterly reports are due in the State office no later than the 15<sup>th</sup> of the month following the quarter covered by the reporting period. The Grantee agrees:
- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, forty-five (45) days following the final quarter.
  - b. That all manufactured products used in implementing the project which is funded under this contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
  - c. That each sub-grantee receiving funds under this contract has an acceptable financial management system pursuant to 49 CFR 18.20.
  - d. That each sub-grantee receiving funds under this contract has an acceptable procurement system pursuant to 49 CFR 18.36.
  - e. To permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes.
  - f. That facilities and equipment acquired under this contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes
  - g. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state (1) the percentage of the

total cost of the project which will be financed with federal funds, and (2) the dollar amount of federal funds for the project.

A.5. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this grant by delivery of a copy of the Drug Free Workplace Statement and to notify such employees that as a condition of employment, he or she will abide by the terms of the Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. To notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction, provided for in the preceding paragraph.
- c. To take the following two actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
  - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three preceding paragraphs.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits, excluding the items listed at subsections b.;
- b. the Grantee's proposal

**B. CONTRACT PERIOD:**

This Grant Contract shall be effective for the period beginning October 1, 2013, and ending on September 30, 2014. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty Seven Thousand Twenty Six Dollars and Ninety Two Cents (\$27,026.92). The Grant Budget, attached and incorporated hereto as Attachment One, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section

C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation, Governor's Highway Safety Office  
505 Deaderick Street, 18th Floor, Nashville, TN 37243

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

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

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

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

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

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.

- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. 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.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure 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 section 1352, title 31, *U.S. Code*.

- D.8. 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.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, 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, and the Grantee shall 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 twelve inches (12") in height and eighteen inches (18") 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
- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this 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 Contract, shall be maintained for a period of three (3) full years from the date of the final payment

and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.

- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

- D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
- D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Kendell Poole, Director  
 Department of Transportation, Governor's Highway Safety Office  
 505 Deaderick St., 18th Floor  
 Nashville, TN 37243  
 Telephone # (615) 741-2589  
 FAX # (615) 253-5523

The Grantee:

Brad Harrison, Lieutenant  
 Rutherford County Sheriff's Office  
 Murfreesboro, Tennessee 37129  
 bharrison@rcsotn.org  
 Telephone # (615) 898-7771  
 FAX # (615) 217-4760

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

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.5. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Grant document and the parties hereto is to

create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grants between the State and the Grantee.

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

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

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

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

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

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations

- E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

- E.7. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.8. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements,

including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

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

- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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

**IN WITNESS WHEREOF,**

**Rutherford County Sheriff's Office:**

---

**GRANTEE SIGNATURE**

**DATE**

---

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

**DEPARTMENT OF TRANSPORTATION:**

---

**JOHN C. SCHROER, COMMISSIONER**

**DATE**

---

**JOHN REINBOLD, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY**

**DATE**

**ATTACHMENT ONE  
GRANT BUDGET LINE-ITEM DETAIL INFORMATION  
(BUDGET PAGE 1)**

Agency Name: Rutherford County Sheriff's Office

Project Title: Rutherford County Teen Driver Safety

**The grant budget line-item amounts below shall be applicable only to expense incurred during the following**

**Applicable Period: BEGIN: 10/01/2013 END: 09/30/2014**

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries and Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$27,026.92	\$0.00	\$27,026.92
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$27,026.92</b>	<b>\$0.00</b>	<b>\$27,026.92</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: [www.state.tn.us/finance/rds/ocr/policy03.pdf](http://www.state.tn.us/finance/rds/ocr/policy03.pdf)).

<sup>2</sup> Applicable detail attached if line-item is funded.

ATTACHMENT ONE CONTINUED  
GRANT BUDGET LINE-ITEM DETAIL INFORMATION  
(BUDGET PAGE 2)

CAPITAL PURCHASE	AMOUNT
2 VT Touch portable desktop simulators, Equipment (Less Than \$5,000)	\$21,478.00
Panasonic 5300 Toughbook laptop, Equipment (Less Than \$5,000)	\$2,491.00
TVA fatal vision goggles with starter kit, Equipment (Less Than \$5,000)	\$1,059.92
18-inch green cones, Equipment (Less Than \$5,000)	\$1,998.00
<b>TOTAL</b>	<b>\$27,026.92</b>

 <h2 style="display: inline;">GRANT CONTRACT</h2> (cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)					
<b>Begin Date</b> October 1, 2013		<b>End Date</b> September 30, 2014		<b>Agency Tracking #</b> Z14GHS295	<b>Edison ID</b> 37410
<b>Contractor Legal Entity Name</b> Rutherford County Sheriff's Office					<b>Edison Vendor ID</b> 41
<b>Subrecipient or Vendor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		<b>CFDA #</b> 20.607			
<b>Service Caption (one line only)</b> Alcohol Enforcement Rutherford County ASP/RSC					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2014		\$110,887.73			\$110,887.73
<b>TOTAL:</b>		<b>\$110,887.73</b>			<b>\$110,887.73</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE - GG</i>		
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b> 71301000			

14-37410

6/14/2013

Address # 6

**ATTACHMENT ONE**  
**GRANT BUDGET LINE-ITEM DETAIL INFORMATION**  
**(BUDGET PAGE 1)**

Agency Name: Rutherford County Sheriff's Office				
Project Title: Rutherford County ASP/RSC				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 10/01/2013 END: 09/30/2014				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries and Benefits & Taxes	\$69,406.37	\$0.00	\$69,406.37
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$41,481.36	\$0.00	\$41,481.36
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$110,887.73</b>	<b>\$0.00</b>	<b>\$110,887.73</b>
<p><sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <a href="http://www.state.tn.us/finance/rds/ocr/policy03.pdf">www.state.tn.us/finance/rds/ocr/policy03.pdf</a>).</p> <p><sup>2</sup> Applicable detail attached if line-item is funded.</p>				

ATTACHMENT ONE CONTINUED  
GRANT BUDGET LINE-ITEM DETAIL INFORMATION  
(BUDGET PAGE 2)

CAPITAL PURCHASE	AMOUNT
Powernoon Twinlight with Steel Tripod and spare bulb, Equipment (Less Than \$5,000)	\$4,279.00
Panasonic Arbitrator 360 in car camera systems, Equipment (Less Than \$5,000)	\$33,070.44
Blauer Supershell Jackets, Equipment (Less Than \$5,000)	\$2,232.00
Klutch Big Horn rechargeable flashlights, Equipment (Less Than \$5,000)	\$1,199.92
Portable high visibility barricades, Equipment (Less Than \$5,000)	\$700.00
<b>TOTAL</b>	<b>\$41,481.36</b>