

**RESOLUTION**

**WHEREAS**, Rutherford County has received a grant from the Tennessee Department of Health in the amount of Three Thousand Nine Hundred Dollars (\$3,900.00), which requires no local matching funds, for an Animal Friendly Grant for the provision of low cost sterilization of dogs and cats.

**THEREFORE BE IT RESOLVED** by the Rutherford County Board of Commissioners that the County Mayor and all other appropriate officials of Rutherford County, Tennessee be, and are hereby authorized, to execute a grant contract with the Tennessee Department of Health for the period of July 1, 2014 through June 30, 2015, a copy of the same being attached hereto as “Exhibit 1” and incorporated herein by reference as if set forth herein at length verbatim, for an Animal Friendly Grant for the provision of low cost sterilization of dogs and cats in the amount of Three Thousand Nine Hundred Dollars (\$3,900.00) requiring no local matching funds.

**RESOLVED** this 27<sup>th</sup> day of June, 2014.

RUTHERFORD COUNTY, TN

BY: \_\_\_\_\_  
ERNEST G. BURGESS, Chairman

**ATTEST:**

\_\_\_\_\_  
LISA CROWELL, County Clerk



# GRANT CONTRACT

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

Begin Date <b>07/01/2014</b>		End Date <b>06/30/2015</b>		Agency Tracking # <b>34339-08315</b>		Edison ID																																											
Contractor Legal Entity Name <b>RUTHERFORD COUNTY PET ADOPTION AND WELFARE SERVICES</b>						Edison Vendor ID <b>2868</b>																																											
Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor			CFDA #																																														
Service Caption (one line only) <b>LOW COST SPAY AND NEUTER PROCEDURES</b>																																																	
<table border="1"> <thead> <tr> <th colspan="2">Funding —</th> <th>Federal</th> <th>Interdepartmental</th> <th>Other</th> <th>TOTAL Contract Amount</th> </tr> <tr> <th>FY</th> <th>State</th> <th></th> <th></th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>2015</td> <td>\$3,900.00</td> <td></td> <td></td> <td></td> <td>\$3,900.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>TOTAL:</b></td> <td><b>\$3,900.00</b></td> <td></td> <td></td> <td></td> <td><b>\$3,900.00</b></td> </tr> </tbody> </table>								Funding —		Federal	Interdepartmental	Other	TOTAL Contract Amount	FY	State					2015	\$3,900.00				\$3,900.00																			<b>TOTAL:</b>	<b>\$3,900.00</b>				<b>\$3,900.00</b>
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American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input type="checkbox"/> 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																																												
Speed Chart (optional) HL00015439		Account Code (optional) 70804000																																															

**GRANT CONTRACT  
 BETWEEN THE STATE OF TENNESSEE,  
 DEPARTMENT OF HEALTH  
 AND  
 RUTHERFORD COUNTY PET ADOPTION AND WELFARE SERVICES**

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Rutherford County Pet Adoption and Welfare Services, hereinafter referred to as the "Grantee," is for the provision of low-cost spay and neuter procedures, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 2868

**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. Service Goals. Pursuant to Tennessee Code Annotated 55-4-290(c)(1)(A), the goal of this grant money from the Animal Population Control Endowment Fund is to prevent or to reduce an over-population of dogs and cats.
- A.3. Service Recipients. Recipients of the low-cost spay or neuter procedures shall be the unsterilized dogs and cats owned or adopted by Grantee's intended service population of owners living in Tennessee.
- A.4. Service Description. As described in its approved proposal (Attachment 1), Grantee shall provide, at a low-cost, spay or neuter procedures for dogs and cats owned or adopted by Grantee's intended service population of owners living in Tennessee.
- A.5. Services Provided. Sterilization services shall be provided by a veterinarian licensed in Tennessee and performed in a facility permitted by the Tennessee Department of Health.
- A.6. Service Reporting. Invoices submitted for payment as specified in C.5.
- A.7. Service Deliverables.

Deliverable	Contract Section*	Delivery Date	Due to Whom?	Requested Format
Reduce overpopulation of dogs and cats by providing low cost sterilization	A.2.	On going after contract approval	Target population	Invoices submitted for payment

- A.8. Inspection and Acceptance. Acceptance of the work outlined above will be made by State or its authorized representative. State makes the final determination in terms of acceptance of the work being performed under this Contract.
- A.9. 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. and c., below);

- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment 1) incorporated to elaborate supplementary scope of services specifications.

**B. CONTRACT PERIOD:**

This Grant Contract shall be effective for the period beginning July 1, 2014, and ending on June 30, 2015. 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 Three Thousand Nine Hundred Dollars (\$3,900.00). The Grant Budget, attached and incorporated hereto as Attachment 2, 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 (Attachment 3) prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Health  
 General Environmental Health  
 Attn: Dina Acabbo  
 P.O. Box 23090  
 Nashville, TN 37202

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Health, General Environmental Health.
  - (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.
- (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to 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 (Attachment 4) within forty-five (45) 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. 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.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. 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.16. 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.17. 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.18. 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.19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.20. 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.21. 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.22. 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.23. 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.24. 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.25. 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:
- Dina Acabbo, Program Coordinator  
 Department of General Environmental Health  
 P.O. Box 23090  
 Nashville, TN 37202  
 Email Address: dina.acabbo@tn.gov  
 Telephone # 615-532-3535
- The Grantee:
- Michael Gregory, Director  
 Rutherford County Pet Adoption and Welfare Services  
 285 John R. Rice Blvd.  
 Murfreesboro, TN 37129  
 Email Address: michaelgregory@rutherfordcountyttn.gov  
 Telephone # 615-898-7740
- 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. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.5. 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.6. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.

IN WITNESS WHEREOF:

RUTHERFORD COUNTY PET ADOPTION AND WELFARE SERVICES:

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GRANTEE SIGNATURE

DATE

---

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

---

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER

DATE

## TENNESSEE DEPARTMENT OF HEALTH

RFA # 34339-09615

Application for Animal Friendly Spay/Neuter Grant  
Fiscal Year 2015

Please read and follow the instructions to properly complete this application. If additional space is needed for answers, please limit to one page. Incomplete applications and applications completed incorrectly may not be considered for funding.

APPLICATION DEADLINE: MONDAY, APRIL 21, 2014

1. Legal Name: Rutherford County Pet Adoption and Welfare Services
2. Federal Tax ID Number (EIN): 62-6017922
3. Mailing Address:
 

285 John R. Rice Blvd.  
Street

Murfreesboro TN 37129  
City ST Zip

Rutherford  
County
4. Payee Mailing Address (if different from above):
 

\_\_\_\_\_

Street

\_\_\_\_\_

City ST Zip

\_\_\_\_\_

County
5. Type Of Entity:
 

Nonprofit Organization (501(c)3)  Governmental Agency (Animal Shelter)
6. Does this organization/agency fall under the TN Spay Neuter Law, which requires spay/neuter? (TCA §44-17-502 & §44-17-503)?  No  Yes

## 7. Project Contact Person:

Name: Michael Gregory Title: Director  
 Phone: (615) 898-7740 Fax: (615) 898-7994 E-Mail: Michaelgregory@  
rutherfordcountytn.gov

## 8. Financial Officer:

Name: Lisa Nolen  
 Phone: (615) 898-7795 Fax: ( )  
 E-Mail: \_\_\_\_\_

9. What is the PRIMARY county or counties this program covers? Rutherford10. What is the cost of each procedure for which the grant is requested?  
 (Do not include costs of vaccines, microchips or any other medical procedures.)

cat spay \$ 32 cat neuter \$ 32 dog spay \$ 32 dog neuter \$ 32

11. What is the target population intended to be served by this grant? (e.g., low income, indigent, elderly, shelter or foster animals being adopted by target population, etc.)  
low income, food stamps, disability, WIC, Families First, SSI,  
Medicaid12. Does your organization/agency document the financial need of individuals in your target population? (Note: The Tennessee Department of Health reserves the right to request selected documentation.)  No  Yes  
Owner must provide proof of eligibility13. List the number of all spay/neuter procedures performed by your organization/agency in the last 12 months. 2012-2013

number of cat spays \_\_\_\_\_ number of cat neuters \_\_\_\_\_  
 number of dog spays \_\_\_\_\_ number of dog neuters \_\_\_\_\_  
Approximately 1500, unable to determine species and sex

14. Does the organization/agency shelter animals in a brick & mortar facility?  No  Yes15. Does the organization/agency foster out animals to private homes?  No  Yes

- 16. Does the organization/agency have an adoption program?  No  Yes
- 17. Are other resources for low or no cost spay/neuter services available in your community?  No  Yes
- 18. Is the organization/agency anticipating other grants/awards?  No  Yes
- 19. Does the agency/organization provide post-surgical pain and monitoring instructions?  No  Yes

**REQUIRED ATTACHMENTS**

(All applicable attachments MUST be included in order for an application to be processed.)

- A. Organizational structure of the organization/agency. Include names of any officers and board members if applicable.
- B. Form W-9, Request for Taxpayer Identification Number (TIN) and Certification (Attached)
- C. State of Tennessee, Department of Finance and Administration ACH (Automated Clearing House) Credits and Instructions (Attached)
- D. Nonprofit entities: Attach a copy of the IRS letter designating your organization as a 501(c)3. Only the IRS letter should be submitted. DO NOT include other related documentation.

OR

Governmental agencies: Attach a statement indicating that the submission of the application is authorized by your local governing agency official (e.g., mayor, county executive, etc.).

Amount of grant requested: \$ 6400.<sup>00</sup>

Michael Greig  
Signature of organization/agency representative

Director  
Title

4.9.14  
Date

## **Organizational Structure of Rutherford County PAWS:**

County Mayor Ernest Burgess

Rutherford County Board of Commissioners

Public Safety Committee

PAWS Director, Michael Gregory

ATTACHMENT 2  
GRANT BUDGET  
(BUDGET PAGE 1)

RUTHERFORD COUNTY PET ADOPTION AND WELFARE SERVICES, LOW COST SPAY/NEUTER				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 07/01/2014, and ending 06/30/2015.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	<b>\$3,900.00</b>	\$0.00	<b>\$3,900.00</b>
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$3,900.00</b>	<b>\$0.00</b>	<b>\$3,900.00</b>

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

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

ATTACHMENT 2 (continued)  
GRANT BUDGET LINE-ITEM DETAIL  
(BUDGET PAGE 2)

PROFESSIONAL FEE / GRANT & AWARD	AMOUNT
Provide Spay/Neuter Services based on the following reimbursement units	\$3,900.00
Cat Spay@\$32.00	\$0.00
Cat Neuter@\$32.00	\$0.00
Dog Spay@\$32.00	\$0.00
Dog Neuter@\$32.00	\$0.00
TOTAL	\$3,900.00



DEPARTMENT OF HEALTH – GENERAL ENVIRONMENTAL HEALTH  
ANIMAL FRIENDLY GRANT DISBURSEMENT RECONCILIATION  
REPORT

**GRANTEE:**

\_\_\_\_\_

EDISON ID #: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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

Phone #: \_\_\_\_\_

Total Grant Amount Awarded: \_\_\_\_\_

Total Grant Amount Reimbursed: \_\_\_\_\_

Contract Begin Date: \_\_\_\_\_

Contract Expiration Date: \_\_\_\_\_

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

**GRANTEE'S AUTHORIZED SIGNATURE:**

\_\_\_\_\_

TITLE: \_\_\_\_\_

REMIT TO:  
TN Dept. Of Health  
General Environmental Health  
Attn: Dina Acabbo  
P.O. Box 23090  
Nashville, TN 37202