

RESOLUTION

WHEREAS, Rutherford County has been awarded a grant in the amount of Three Hundred Twenty Five Thousand Six Hundred Two Dollars (\$325,602.00) for the Tennessee Clean Energy Grant Program for the replacement of the roofing system and to retrofit the lighting at the jail; and

WHEREAS, the grant is Forty Percent (40%) or One Hundred Thirty Thousand Two Hundred Forty One Dollars (\$130,241.00) funded through the Tennessee Department of Environment and Conservation and requires matching funds of One Hundred Ninety Five Thousand Three Hundred Sixty One Dollars (\$195,361.00) and is effective for the period beginning August 1, 2014 and ending on July 31, 2016.

THEREFORE BE IT RESOLVED by the Rutherford County Board of Commissioners that the County Mayor and other appropriate officials of Rutherford County, TN be and are hereby authorized to execute all necessary documents with the State of Tennessee, Department of Environment and Conservation to accept the Tennessee Clean Energy Grant in the amount of Three Hundred Twenty Five Thousand Six Hundred Two Dollars (\$325,602.00), and additionally, that the GENERAL FUND be amended as follows to recognize the proceeds from the grant and to appropriate said proceeds for Building Improvements:

Jail:

Increase Revenue:	101-46190	Oth. Gen. Gov. Grants	\$130,241
Increase Expend.:	101-54210-707	Bldg. Improvements	\$325,602
Decrease:	101-34585	Restricted for Cap Proj	\$195,361

RESOLVED this 11th day of September, 2014.

RUTHERFORD COUNTY, TENNESSEE

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 August 1, 2014	End Date July 31, 2016	Agency Tracking # 32701-02030	Edison ID PO _____		
Contractor Legal Entity Name Rutherford County Government			Edison Vendor ID 0000000041		
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA #			
Service Caption (one line only) Clean Tennessee Energy Grant Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015			\$130,241.00		\$130,241.00
2015					
TOTAL:			\$130,241.00		\$130,241.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" 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. <i>Thomas W. Edv</i>			OCR USE - GG EDISON 40076		
Speed Chart (optional) EN00017611		Account Code (optional) 71301000			

327.31

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
RUTHERFORD COUNTY GOVERNMENT**

This Grant Contract, by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the 'State' and Rutherford County Government, hereinafter referred to as the "Grantee," is for the provision of Clean Tennessee Energy Grant Program, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 000000041

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 purchase, install and construct an environmental energy project that shall result in the reduction of emissions and pollutants as described in the Grantee's application.
- A.3. Cleaner Alternative Energy improvements may include projects to generate energy using biomass, geothermal, solar, and wind.
- A.4. Energy Conservation improvements may include lighting; heating, ventilation, and air conditioning (HVAC); improved fuel efficiency; insulation; and idling minimization.
- A.5. Air Quality Improvement may include projects to reduce greenhouse gas (GHG), sulfur dioxide (SO₂), volatile organic compounds (VOC), nitrogen oxide (NO_x), and hazardous air pollutants (HAP).
- A.6. The Grantee shall obtain all required permits prior to commencing work on the project.
- A.7. The Grantee shall provide the State with reports on the results of the project for five (5) years after implementation. The Grantee expressly understands and agrees that the obligations set forth in this section shall survive the termination of this grant.
- A.8. The Grantee shall comply with the International Energy Conservation code (2006 edition to present). This code is founded on principles intended to establish provisions consistent with the scope of an energy conservation code that adequately conserves energy; provisions that do not unnecessarily increase construction costs; provisions that do not restrict the use of new materials, products or methods of construction; and provisions that do not give preferential treatment to particular types of classes of materials, products or methods of construction.
- A.9. The Grantee shall enroll and engage in the Environmental Protection Agency's ENERGY STAR Portfolio Manager. The ENERGY STAR portfolio manager is an online tool that one can use to measure and track energy and water consumption as well as greenhouse gas emissions.
- A.10. 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 August 1, 2014, and ending on July 31, 2016. 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 One Hundred Thirty Thousand Two Hundred Forty One Dollars (\$130,241.00). 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 prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Environment and Conservation
 Kathy Glapa, Office of Sustainable Practices
 William R. Snodgrass Tennessee Tower, 2nd Floor
 312 Rosa L. Parks Blvd
 Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Environment and Conservation, Office of Sustainable Practices.
 - (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. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.

- i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
- ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract

(including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect 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:

Kathy Glapa, Office of Sustainable Practices
Department of Environment and Conservation
William R. Snodgrass Tennessee Tower, 2nd Floor
312 Rosa L. Parks Blvd
Nashville, Tennessee 37243
Kathy.glapa@tn.gov
Telephone#: (615) 253-8780
FAX#: (615) 532-0199

The Grantee:

The Honorable Ernest Burgess, Mayor
Rutherford County Government
County Courthouse, 101
Murfreesboro, TN 37129-3335
countymayor@rutherfordcounty.org
Telephone #615-898-7745
FAX #615-898-7747

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.

IN WITNESS WHEREOF,

RUTHERFORD COUNTY GOVERNMENT :

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

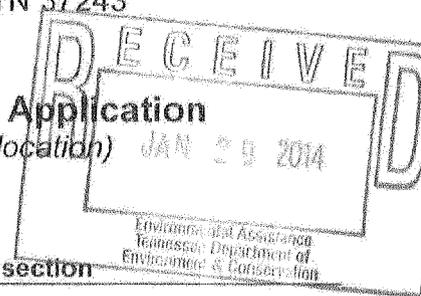
ROBERT J. MARTINEAU, JR., COMMISSIONER

DATE



TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
 William R Snodgrass Tennessee Tower
 312 Rosa L Parks Ave, 2nd Floor, Nashville, TN 37243
 EMAIL: Green.Initiatives@tn.gov

Clean Tennessee Energy Grant Program Application
 (Limit only one application per entity, per location)



To be considered, applications must be submitted no later than January 31, 2014.

Participant Information | Please provide a description in the text boxes below for each section

Applicant Name (Organization that will enter into the Grant Agreement): Rutherford County Government

Applicant is a:

- A. Municipal Government C. Utility District
 B. County Government D. Other Entities created by statute

List of Project Partners (if any):

List County/Countries location:
 Middle Tennessee

Applicant Address: Historic Courthouse, 101
 New Salem Hwy
 City: Murfreesboro Zip Code(9-Digit): 37129-3335
Project Location Address: 940
 City: Murfreesboro Zip Code(9-Digit):

Applicant Contact (Person responsible for daily management of project):

Name: Jacoby O'Gwynn Telephone: 615-962-5444
 Title: Major Federal ID: 62-6000818
 E-Mail: Jogwynn@rcsotn.org

Project Title: Energy Conservation Capital Improvement Project

Project Categories

Cleaner Alternative Energy:	Air Quality Improvement/Reduction	Energy Conservation:
Biomass <input type="checkbox"/>	GHG <input type="checkbox"/>	Lighting <input checked="" type="checkbox"/>
Geothermal <input type="checkbox"/>	SO ₂ <input type="checkbox"/>	HVAC Improvements <input type="checkbox"/>
Solar <input type="checkbox"/>	VOC's <input type="checkbox"/>	Improved fuel efficiency <input type="checkbox"/>
Wind <input type="checkbox"/>	NO _x <input type="checkbox"/>	Insulation <input checked="" type="checkbox"/>
Other <input type="checkbox"/>	HAP's <input type="checkbox"/>	Idling minimization <input type="checkbox"/>
	Other <input type="checkbox"/>	Other <input type="checkbox"/>

Brief Project Description (No more than 500 characters): To renovate the existing leaking roof of the Rutherford County Adult Detention Center with a VFI 540 Aluminum two part polyurethane roofing system and increase the roofs R-Value with 1.5 inch minimum of polyurethane roof foam. To replace outdated lighting with new LED lighting that will reduce energy cost and overall bulb life.

Project Funding

Grant Amount Requested:	\$130,241	40 %
Match:	\$195,361	60 %
TOTAL PROJECT COST	\$325,602	100%

Source & Amount of Applicant's Matching Funds

General Fund:	\$174,481
In-kind Services:	\$20,880
TOTAL MATCH	\$195,361

(TOTAL MATCH should equal match in project funding section)



Grantee Information (Person responsible for communications and contact):

Continues

Name: Jacoby O'Gwynn Address: 940 New Salem Hwy
 Title: Major Telephone: 615-962-5444
 E-Mail: jogwynn@rcsotn.org Fax: 615-904-3163

Federal Congressional District

Congressperson's Name: Scott Desjarlais District Number: 4

State Districts

Senator's Name: Bill Ketron District Number: 13

Representative's Name: Dawn White District Number: 37

<p><u>Ernest G. Burgess</u> Authorized Signature</p> <p><u>ERNEST G. BURGESS</u> Printed Name</p>	<p><u>MAYOR</u> Title</p> <p><u>MAYOR</u> Printed Title</p>
<p><u>1/28/14</u> Date</p>	

Authorized Signature of Partner (if applicable)

Title

Date

Printed Name

Printed Title

When you have completed this form print and sign and make a copy for your records and return the original to the following address:

Tennessee Department of Environment and Conservation
 Office of Sustainable Practices
 Attention: Clean Tennessee Energy Grant
 William R Snodgrass Tennessee Tower
 312 Rosa L. Parks Avenue, 2nd Floor
 Nashville, TN 37243

Application Procedure:

Applicants must complete and provide the items listed below in their grant request. Details for completing the items below are provided in this grant manual.

- Clean Tennessee Energy Grant Program Application
- Project Proposal (maximum five pages)
 - Selection Criteria

Rutherford County Tennessee

Pre-Proposal for the FY 2013-2014
Clean Tennessee Energy Grant Program



Rutherford County Adult Detention Center
Energy Conservation Capital Improvement Project

Ernest Burgess, Rutherford County Mayor

Robert Arnold, Rutherford County Sheriff

Overview:

The Rutherford County Adult Detention Center is located in Rutherford County, Tennessee. Rutherford County is the fastest-growing county in Tennessee, the fifth largest in the state, and the 20th fastest-growing in the nation in terms of housing. Our county has a population of 262,604 according to the 2010 U.S. Census. The area encompasses 619.36 square miles and is adjacent to the Nashville/Davidson County Metropolitan area. The Adult Detention center is located just off of Interstate 24 on New Salem Highway. The facility houses up to 958 inmates at one time. The original structure was built in 1987 and has been expanded over the years as the county's population has increased significantly. The "Tower" addition erected in 1997 is now the main Detention facility and currently houses all of the male inmates. The original structure is referred to as the "Annex" and currently houses all of the female inmates. Due to static tax revenue, we have experienced a shortage in the funds needed to provide necessary upgrades to the facility; therefore, the Sheriff has begun an initiative to reduce operating costs wherever feasible in order to work with the limited funding available.

Energy Efficiency Measurable:

In the fall of 2012, the Sheriff requested a facility-wide energy audit to identify potential cost savings associated with energy use in the facility. This energy audit, performed by the University of Tennessee, identified over \$86,000.00 in potential recurring cost savings. The facility administration and maintenance departments worked together with the energy auditor to identify the most pressing capital improvements. We were fortunate to have a portion of these issues resolved and then to have the funding provided in our 2013-14 FY budget. We requested a second audit from the same auditor and listed below are the resulting identified pressing issues we are requesting in this grant:

- The installation of an energy efficient VFI seamless roof system over the male detention block (the tower) and the administration area with added insulation to the facility roof via VFI 730 polyurethane roof foam at a minimum of 1.5 inches. This will increase the R value by 10 for that portion of the facility. This will generate an estimated \$10,424.00 in annual energy savings and 442,649,083 BTU's saved annually.
- The lighting portion of the purposed grant consists of replacing existing linear fluorescent lamps with new LED units, replacing high intensity discharge (HID) fixtures with new LED lamps, and converting all screw-in lamps to LED. The replacement of all existing T8 fluorescent lamps with new LED units will decrease electric usage by more than 25% and will maintain IES lighting standards for all related areas. Replacing all HID fixtures will decrease electric usage by an average of over 68% per fixture. Replacing all screw-in lamps throughout the facility not only achieves standardization, but it decreases electric usage over 74% per fixture. All of these replacements also eliminate the need to stock and replace costly lamps and ballasts that are nearing the end of their life cycle. The total annual savings is estimated at \$42,934.00 and a savings of over 21,679.6 therms.

General Public Benefit:

In contrast to the numerous other facilities serving the county, e.g., our school buildings and post offices, the Rutherford County Adult Detention Center is the only jail functioning to serve and protect the entire county through the incarceration of criminals. Additionally, the operations of this facility are funded out of the county general fund; therefore, all of the county taxpayers benefit when the costs of this facility are reduced. The county would experience immediate results from this project due to the fact that the facility's current 17-year-old, single-ply EPDM roof is leaking significantly, and the application of a VFI seamless roof system would stop water penetration (along with adding insulation), thus prolonging the facility's life. The county would also continue to experience long-term savings from this project in the form of reduced jail energy costs attributable to the fact that the proposed upgrades will provide annual recurring savings. Additionally, some inmates have been treated for epileptic seizures by the center's medical staff while incarcerated, and we suspect the stroboscopic effect from the outdated, flickering florescent tube lights could be the cause. Replacing the outdated lights with LED lighting will be beneficial to the safety of our residents, staff and visitors as well as a savings to the taxpayers. County management is committed to this project and is prepared to initiate the renovation project promptly upon being awarded this grant. If this grant is awarded we will comply with our county's purchasing policies and we will use a Tennessee installer to help boost our local economy as well. We will also use Tennessee vendors to purchase all the LED lighting for the LED bulb replacement.

Creative/New Technology:

The proposed project will utilize new, but proven, energy-saving technology. The VFI seamless roof system will be guaranteed by a manufacturer's 15-year, non-prorated, no-leak warranty. LED lighting utilizes proven energy reduction technology and has a 5-year manufacturer's warranty. We believe our proposed project can serve as a benchmark for future grant projects. In Tennessee, almost all the counties maintain jails funded by local taxes. Through conversations with the Tennessee Corrections Institute (which is a state entity tasked with inspecting all local jails), many of these local jail facilities are using antiquated lighting, heating and cooling equipment. In addition there are numerous facilities utilizing flat roof systems that are old, poorly insulated and leaking. We believe our project not only corrects some of the identified deficiencies in our facility but also offers a solution that provides measurable payback in the form of energy savings.

Qualifications, Experience, Capabilities, and Scheduling:

Rutherford County has performed numerous LED replacements in county-owned buildings over the course of the last several years and possesses experienced maintenance staff and contractors on hand. Our detention center management is working closely on this project with the University of Tennessee County Technical Assistance Service (CTAS) and Center for Industrial Services (CIS). We are working with CTAS and CIS consultants who have experience with similar jail energy efficiency retrofits, and they will assist us in ensuring all contracted work will be competitively bid in compliance with state purchasing laws and project management. Additionally, we will engage a licensed engineer to oversee the application of the SPF roofing system to ensure compliance with the manufacturer's 15-year no leak warranty. Jail management has prepared and included a Gantt chart to summarize the proposed project schedule, milestones and deliverables as well as to highlight management's readiness to commence this project immediately should funding be awarded in the late spring of 2014.

Public Awareness/Exposure:

The Sheriff has made the public aware of the need for renovations to the detention facility by addressing the Rutherford County Commission about this issue (the commission meetings are open to the public and televised). The county's Public Safety Committee has discussed and reviewed this energy efficiency grant and project as well. Upon award of funding, the County Commission will vote publicly on the acceptance of the grant, and the Sheriff will ensure there is a press release to the citizens of Rutherford County demonstrating the benefits of the energy efficiency project and the value of the TDEC Clean Tennessee Energy Grant Program.

Protection of the Environment Resources:

All aspects of our proposed energy efficiency renovation project are planned with protection of the environment and natural resources in mind. Examples of this are:

- **Utilizing existing resources:** One of the benefits of the VFI seamless roofing system is that it will be applied over the current rubberized EPDM roof. Since there will be no destruction of the old roof, this will avoid the construction/demolition waste that a conventional roof replacement would have sent to the county landfill. The only roofing product removed from the current roof will be creek gravel that is used as ballast. This rock will be removed from the roof by the contractor and then reused here on the detention center grounds. Additionally, we will utilize inmate volunteers to assist our jail staff electrician with the LED lighting replacements, thus saving the expense of hiring an outside contractor to install these lights.
- **Conservation:** The conversion from florescent tube lights to LED technology will create significant electricity savings as the majority of these lights are operated on a almost

24/7, 365-day basis in the detention facility. Due to the long lasting nature of the LED bulbs (5- year warranty), and the energy savings, there will be less waste stream than that currently realized through the use of the mercury filled florescent tube lights when they burn out. Additionally, the added insulation in the new roofing system will help stabilize facility temperatures and reduce heat transfer out of the top of the building, thus reducing facility heating/cooling costs.

- **Reduction of Carbon Intensity:** Through the use of LED lighting technology, added R Value from roof insulation is expected to yield an annual savings of over \$53,358.00 and reduce carbon dioxide emissions by 469.6 metric tons (according to the EPA website) each year.

Air Quality:

The Rutherford County Detention Center is located right next to Interstate 24 in Murfreesboro. Murfreesboro is classified in the EPA Nashville-Davidson-Murfreesboro-Columbia non-attainment area. While it is noted that the resulting large reduction of electricity and gas usage from this project will naturally have a positive effect on the environment in our area, the jail management staff also would like to point out the positive effects to the sensitive population inside the facility. This project will provide improved air quality to the residents and staff of the detention center by eliminating the leaking roof and potential mold problems caused by water penetration. This will assist in reduction of medical costs associated with asthma and other poor air quality-related illnesses.

Ability to leverage (match) funding to enhance overall project objectives:

The Rutherford County government is the fifth largest in the state. While we are experiencing budgetary strains due to continued growth, the commission is willing to fund projects that that are beneficial and affordable to our citizens. When the TDEC grant funding is awarded, the county commission will vote to appropriate funding from the county's general fund or to issue a short-term capital outlay note in order to meet the local required match for this project.

Rutherford County, Tennessee
 Jail Renovation for Fiscal Year 2012-13
 Project Gantt Chart

<u>Tasks</u>	<u>Start Date</u>	<u>Duration</u>	<u>End Date</u>
1) Budgeting and Purchasing Procedures	03/01/2014	90	05/30/2014
2) SPF Roof Application	05/30/2014	30	06/29/2014
4) LED Lighting Retrofit	06/30/2014	90	09/28/2014
5) Project wrap up (grant closeout)	10/01/2014	30	10/31/2014

10/03/2013 11/22/2013 01/11/2014 03/02/2014 04/21/2014 06/10/2014 07/30/2014 09/18/2014 11/07/2014 12/27/2014

1



2



3



4



Rutherford County, TN
 Jail Energy Conservation Capital Improvement Project
 Payback Schedule

	Cost	Annual Estimated Energy savings	Payback in Years
VFI 540 Aluminum two part Polyurea roofing system	\$195,001	\$10,424	18.7
LED Energy Efficiency Lighting Retrofit	130,601	42,934	3.0
Total	\$325,602	\$53,358	
Average Payback for Proposed Project	6.1 years		

Rutherford County Energy Conservation Capital Improvement Project
Project Budget Justification

- The installation of an energy efficient VFI seamless roof system over the male detention block (the tower) and administration area with added insulation to the facility roof via VFI 730 polyurethane roof foam at a minimum of 1.5 inches. This will increase the R value by 10 for that portion of the facility. The estimate cost for this item is \$195,001 and this includes all prep, installation and clean up. The estimate comes from a reputable Tennessee installer with experience in this field.

- The purchase of energy efficient LED bulbs to replace 2,900 four-foot florescent T-8 tube light bulbs, 214 incandescent light bulbs, and 249 halogen bulbs that are currently in use in the detention facility. This replacement will have a 44% reduction in electricity over the current bulbs and have a bulb life of five times that of the mercury filled florescent tubes that they will replace. The estimate cost for this item is \$130,601. The estimate comes from a reputable local Tennessee vendor with experience in this field. The Detention Center will utilize jail maintenance staff with the assistance of volunteer labor (inmates) to install the replacements and clean up. The in-kind contribution of \$20,880 reflects the volunteer labor that will be provided by facility inmates in the lighting replacement.



House of Representatives
State of Tennessee

DAWN WHITE

STATE REPRESENTATIVE
37th LEGISLATIVE DISTRICT

NASHVILLE

LEGISLATIVE ADDRESS:
205 War Memorial Building
NASHVILLE, TENNESSEE 37243-0106
PHONE: (615) 741-6849
rep.dawn.white@capitol.tn.gov

January 9, 2014

Tennessee Department of Environment and Conservation
8th Floor, L&C Tower
401 Church Street
Nashville, TN 37243-0439

Dear Sir or Madam:

As a proud citizen and representative of Rutherford County, I am writing to commend and endorse the efforts of Mayor Burgess in his efforts to obtain energy savings in the operations of the Rutherford County Adult Detention Center.

The Adult Detention Center is in close proximity to Interstate 24 and downtown Murfreesboro. This project would produce multiple benefits for Rutherford County. Decreased utility costs would save taxpayer dollars and the updated systems would significantly decrease carbon intensity in the area.

I fully support this project and believe it would greatly benefit the people of Rutherford County.

Sincerely,

A handwritten signature in cursive script that reads "Dawn".

Dawn White
State Representative
37th District

SENATOR BILL KETRON
MAJORITY CAUCUS CHAIRMAN

LEGISLATIVE OFFICE
5 LEGISLATIVE PLAZA
NASHVILLE, TENNESSEE 37243-0213
(615) 741-6853
FAX (615) 253-0282

DISTRICT OFFICE
805 S. CHURCH STREET, #12
MURFREESBORO, TENNESSEE 37130
(615) 896-5440

Senate Chamber
State of Tennessee

NASHVILLE

13TH SENATORIAL DISTRICT
RUTHERFORD COUNTY

COMMITTEES
MEMBER: FINANCE, WAYS & MEANS
MEMBER: STATE & LOCAL GOVERNMENT
CHAIR: FISCAL REVIEW

January 28, 2014

Tennessee Department of Environment and Conservation
8th Floor, L & C Tower
401 Church Street
Nashville, TN 37243

Re: Clean Tennessee Energy Grant Program Application

Dear Sir or Madam:

This letter is to commend and endorse the efforts of the Rutherford County Mayor to obtain energy savings in the operation of the Rutherford County Adult Detention Center.

The Adult Detention Center is in close proximity to Interstate 24 and is located near downtown Murfreesboro, Tennessee. This project is important not only because it will help to save taxpayer monies with decreased utility costs but will also have a significant reduction of carbon intensity in the area.

I fully support this project and believe that it will greatly benefit the people of Rutherford County.

Sincerely,



Bill Ketron
Majority Caucus Chairman



Rutherford County Planning and Engineering Department

ONE PUBLIC SQUARE SOUTH, SUITE 200 MURFREESBORO, TENNESSEE 37130
PHONE 615.898.7730 FAX 615.898.7823

Doug Demosi, AICP
Planning Director

Eric Hill, P.E.
County Engineer

February 25, 2014

Subject: Rutherford County Adult Detention Center energy reduction

Dear Grant Committee,

Rutherford County is applying for the Clean Tennessee Energy Grant to renovate the Rutherford County Adult Detention Center with a two part project that would increase energy efficiency for the building. The first portion of the project is to improve the existing leaking roof with an aluminum two part polyurethane roofing system which would increase the roof's R-Value. The second part of the project is to replace the outdated lighting with more efficient LED lighting. These modifications to the existing facility will reduce the annual energy consumption and power costs.

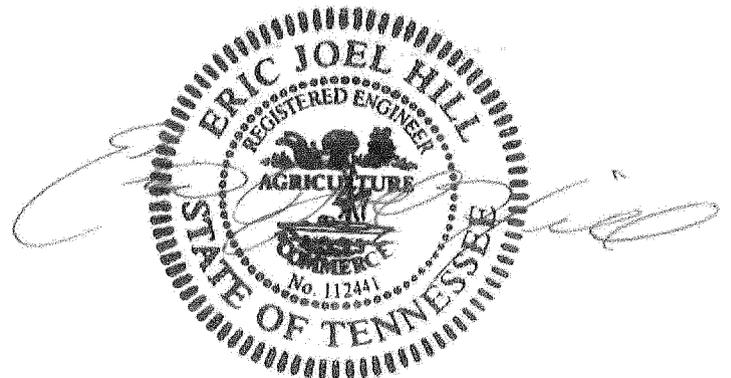
The Tennessee County Technical Assistance Service (CTAS) conducted an Energy Survey of this facility. They found that the existing roof over the male detention block and the administration area consisted of 5.25 inches of white filler board and a concrete substrate. CTAS estimates that installing a polyurethane roofing system would add an additional 10.225 R-value to this portion of the roof, resulting in an annual reduction 129,728 Kilo-Watt Hours. Using the EPA calculator (http://oaspub.epa.gov/powpro/ept_pack.emissions?p_zip=37130&p_egcid=61037) **yearly emission reductions are estimated to be: 186,412 pounds of CO₂, 442 pounds of SO₂, and 140 pounds of NO₂.** This increase in insulating efficiency is estimated to save \$10,424 in annual energy costs.

The CTAS Energy Survey found 3,149 bulbs in the facility that are currently either incandescent, halogen, or fluorescent type bulbs. It is estimated that this lighting consumes 961,129 Kilo-Watts annually with a power cost of \$77,249. Replacing these 3,149 bulbs with more efficient LED technology should reduce the annual Kilo-Watts used to 426,943 which lowers the estimated annual energy costs to \$34,315. Using the before mentioned EPA calculator estimates a **reduction in yearly emissions by: 767,644 pounds of CO₂, 1,820 pounds of SO₂ and 577 pounds of NO₂.** This equates to an annual estimated savings of \$42,934 in energy costs.

I concur with the results from the CTAS Energy Survey regarding upgrading the roofing system and replacing the lighting with LED fixtures. I feel that this would reduce the emissions, total annual energy, and power costs for this facility.

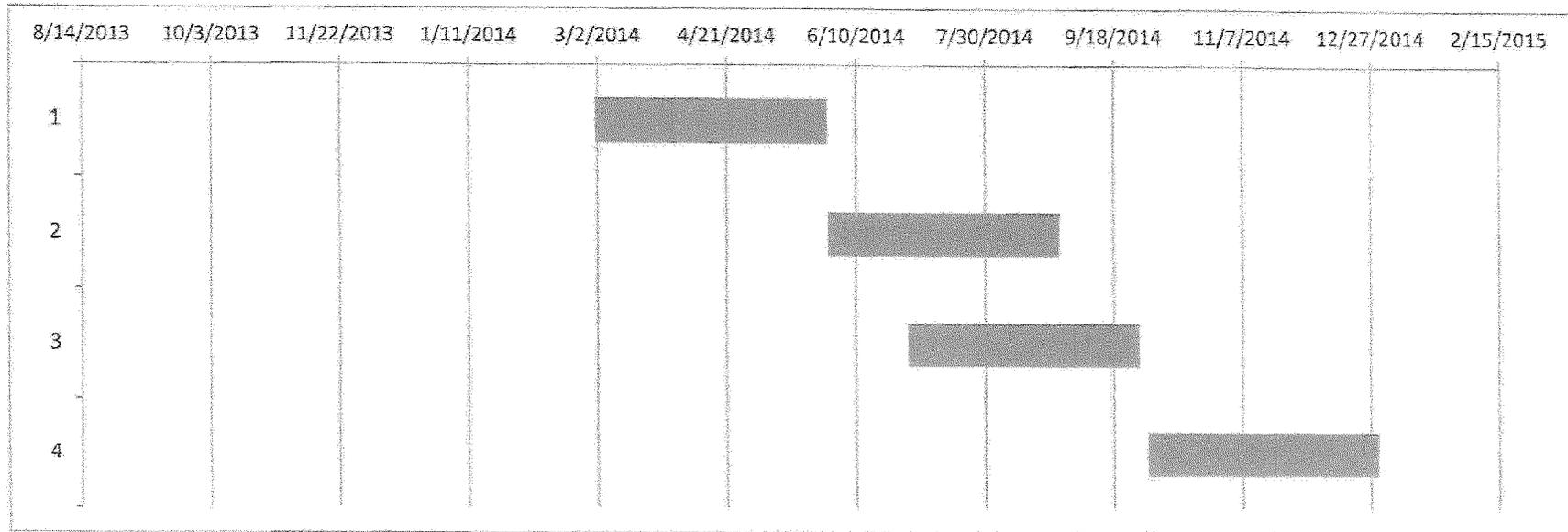
Sincerely,

Eric Hill, P.E.



Rutherford County, Tennessee
 Jail Renovation for Fiscal Year 2014-15
 Proposed Two Year Project Timeline

<u>Tasks</u>	<u>Start Date</u>	<u>Duration</u>	<u>End Date</u>
1) Budgeting and Purchasing Procedures	3/1/2014	90	5/30/2014
2) SPF Roof Application	5/30/2014	90	8/28/2014
3) LED Lighting Retrofit	6/30/2014	90	9/28/2014
4) Project wrap up (grant closeout)	10/1/2014	90	12/30/2014



* Second year (2015) will be spent tracking energy savings and filing needed reports to TDEC promptly when requested

GRANT BUDGET				
Clean Tennessee Energy Grant Program				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: August 1, 2014 END: July 31, 2016				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	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 ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	\$130,241.00	\$174,481.00	\$304,722.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	\$20,880.00	0.00
25	GRAND TOTAL	\$130,241.00	\$195,361.00	\$325,602.00

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

² Applicable detail follows this page if line-item is funded.

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

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
VFI 540 Aluminum two part Polyurea roofing system, LED Energy Efficiency lighting retrofit	\$325,602.00
TOTAL	<u>\$325,602.00</u>