

MEMORANDUM OF UNDERSTANDING
Between Blount County Board of Commissioners
and Blount County Mayor for Health Department
Renovations

This Memorandum of Understanding (“MOU”) is entered into by and between Blount County Board of Commissioners (“Commission”) and the Blount County Mayor (“Mayor”), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Commission, is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day to day operations of Blount County (“County”); and

WHEREAS, the Commission must approve the County’s budget, and the Mayor executes the County’s expenditures; and

WHEREAS, Treasury established a process under Item 17.6 of the SLFRF Final Rule FAQs using an interagency Memorandum of Understanding (MOU) to meet the obligation deadline for funding projects; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the County’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between Blount County and the Tennessee Department of Health (“TDH”), set forth in Attachment “A”, hereby adopted and incorporated by reference herein, along with any current and future modifications thereto (“TDH Subaward Agreement”).

II. Conditions and Scope

The Commission agrees to provide, and the Mayor agrees to expend, Funds to perform the scope of work for the project as set forth in Attachment A, specifically in the “Scope of Work” and “Project” portions of Section A of the TDH Subaward Agreement.

III. Amount

The Commission agrees to provide and obligate the Funds in an amount not to exceed the funds set forth in Attachment 1 of the TDH Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Changes

In the event there are project change orders and/or contingencies, such changes, including any increase or decrease in the project amount, will be documented and agreed to by the parties and added to this MOU by written amendment. An amendment cannot substantially change the scope or purpose of the original contract.

VII. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

The Commission agrees to provide the Mayor the Funds in an amount not to exceed the allocation amount of \$6,500,000.00 as included in the amounts set forth in Attachment 1 of the TDH Subaward Agreement. Of the \$6,500,000.00, \$1,625,000.00 is Blount County direct Treasury allocation and the remaining \$4,875,000.00 is funded through TDH.

- a. The Mayor shall expend the Funds in an amount not to exceed the amount set forth in Attachment 1 of the TDH Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project, as set forth in the TDH Subaward Agreement.
- b. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the TDH Subaward Agreement.
- c. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the TDH Subaward Agreement is submitted to TDH with reimbursement requests in accordance therewith.
- d. The Mayor shall keep all records, books, and documents pertaining to the project for a period of five (5) years, and shall be subject to audit.

VIII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee.

Agreed to this the 19th day of December, 2024.

Commission Chairman

Agreed to this the 19th day of December 2024.

County Mayor