AMENDMENT TEN
TO Z 05-021704

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and Shelby County Government, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. For the period beginning December 1, 2008, the following is added as Grant Contract Section A.6, and subsequent Grant Contract Sections are re-numbered as appropriate:

   A.6. The Grantee shall match the federal LIHEAP dollars provided via the leveraging program component with non-federal funds, in accordance with state guidelines.

2. Grant Contract Section C.1 is deleted in its entirety and replaced with the following:

   C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty-Four Million Nine Hundred Seventy-Three Thousand Eight Hundred Twenty-One Dollars and No Cents ($34,973,821.00). The Grant Budgets, attached and incorporated herein as a part of this Grant Contract as Attachments B, B-1, B-2, B-3, B-4, B-5, B-5a, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's 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.

3. For the period beginning December 1, 2008, Grant Contract Section C.6 is deleted in its entirety and replaced with the following:

   C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and grant disbursement reconciliation report within Forty-Five (45) 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 section C.6.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 final invoice and grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the final

invoice 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 grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

4. For the period beginning December 1, 2008, Grant Contract Section E.5 is deleted in its entirety, and subsequent Grant Contract Sections are re-numbered as appropriate.

5. For the period beginning December 1, 2008, Grant Contract Attachment B is deleted in its entirety and replaced with the new Attachment B attached hereto.

6. For the period beginning December 1, 2008, Grant Contract Attachment B-5 is deleted in its entirety and replaced with the new Attachment B-5 attached hereto.

7. For the period beginning December 1, 2008, Grant Contract Attachment B-5a, attached hereto, is added as a new Attachment.

The revisions set forth herein shall be effective December 1, 2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

SHELBY COUNTY GOVERNMENT:

11/21/08

A. C. WHARTON, JR., MAYOR **DATE**

DEPARTMENT OF HUMAN SERVICES:

11/26/08

VIRGINIA T. LODGE, COMMISSIONER **DATE**

ATTACHMENT B
GRANT BUDGET
(BUDGET PAGE 1)

GRANTEE:	**Shelby County Community Services Agency**			
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period				
BEGINNING:	**July 1, 2004**	**ENDING:**	**June 30, 2009**	
POLICY 03 Object Line-item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1]** (detail schedule(s) attached as applicable)	**GRANT CONTRACT**	**GRANTEE MATCH [3]**	**TOTAL PROJECT**
1 & 2	Salaries and Benefits & Taxes	**$1,998,943.00**	**$0.00**	**$1,998,943.00**
4, 15	Professional Fees/Grant & Awards [2]	**$48,500.00**	**$0.00**	**$48,500.00**
5, 6, 7, 8, 9, 10, 11 & 12	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications, and Travel/Conferences & Meetings	**$628,931.00**	**$0.00**	**$628,931.00**
13	Interest [2]	**$0.00**	**$0.00**	**$0.00**
14	Insurance	**$0.00**	**$0.00**	**$0.00**
16	Specific Assistance to Individuals	**$31,204,235.00**	**$465,237.00**	**$31,669,472.00**
17	Depreciation [2]	**$0.00**	**$0.00**	**$0.00**
18	Other Non-Personnel [2]	**$500.00**	**$0.00**	**$500.00**
20	Capital Purchase [2]	**$0.00**	**$0.00**	**$0.00**
22	Indirect Cost	**$1,092,712.00**	**$0.00**	**$1,092,712.00**
24	In-Kind Expense	**$0.00**	**$0.00**	**$0.00**
N/A	Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by other budget line-items)	**$0.00**	**$0.00**	**$0.00**
25	**GRAND TOTAL**	**$34,973,821.00**	**$465,237.00**	**$35,439,058.00**

[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: www.state.tn.us/finance/rds/ocr/policy03.pdf).

[2] Applicable detail attached 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.

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

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Security for staff and clients	$48,500.00
TOTAL	**$48,500.00**

OTHER NON-PERSONNEL	AMOUNT
Program share of agency membership dues	$500.00
TOTAL	**$500.00**

ATTACHMENT GRANT B-5

GRANT BUDGET

(BUDGET PAGE 1)

Agency: Shelby County Government

Low Income Home Energy Assistance Program (LIHEAP)

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2008, and ending June 30, 2009.

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries and Benefits & Taxes	$441,640.00	$0.00	$441,640.00
4, 15	Professional Fee/ Grant & Award [2]	$8,500.00	$0.00	$8,500.00
5, 6, 7, 8, 9, 10, 11 & 12	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications, and Travel/ Conferences & Meetings	$105,337.00	$0.00	$105,337.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals	$9,554,950.00	$0.00	$9,554,950.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$500.00	$0.00	$500.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$627,738.00	$0.00	$627,738.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	GRAND TOTAL	$10,738,665.00	$0.00	$10,738,665.00

[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: www.state.tn.us/finance/rds/ocr/policy03.pdf).

[2] Applicable detail attached if line-item is funded.

ATTACHMENT B-5 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Security for staff and clients	$8,500.00
TOTAL	$8,500.00

OTHER NON-PERSONNEL	AMOUNT
Program share of membership dues	$500.00
TOTAL	$500.00

RFS #: 345.49-024-05
DG 05-01898
Z 05-021704

grantee match requirement combined budget 07/18/07

ATTACHMENT B-5a

GRANT BUDGET

(BUDGET PAGE 1)

GRANTEE:	**Shelby County Government**			
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period				
BEGINNING:	**December 1, 2008**	**ENDING:**	**June 30, 2009**	
POLICY 03 Object Line-item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1]** (detail schedule(s) attached as applicable)	**GRANT CONTRACT**	**GRANTEE MATCH [3]**	**TOTAL PROJECT**
1 & 2	Salaries and Benefits & Taxes	$0.00	$0.00	$0.00
4, 15	Professional Fees/Grant & Awards [2]	$0.00	$0.00	$0.00
5, 6, 7, 8, 9, 10, 11 & 12	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications, and 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	$930,475.00	$465,237.00	$1,395,712.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
N/A	Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by other budget line-items)	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	**$930,475.00**	**$465,237.00**	**$1,395,712.00**

[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: www.state.tn.us/finance/rds/ocr/policy03.pdf).

[2] Applicable detail attached 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.