

# Hamilton County Board of County Commissioners

AGENDA

April 20, 2016

ROLL CALL

INVOCATION - **Commissioner Boyd**

PLEDGE TO THE FLAG - **Commissioner Boyd**

- Minutes                    Recessed Meeting - March 30, 2016
- Minutes                    Agenda Session - March 30, 2016
- Minutes                    Regular Agenda - April 6, 2016
- Report                    Order of Designation Planning Commission - Todd Leamon April 11, 2016
- Res. No. 416-19            A Resolution to approve and accept applications for notary public positions, the bonds and oaths of notaries previously elected, oaths of Deputy Sheriffs, the bond of Deputy Sheriff, and riders for the bonds of Hamilton County 911 Emergency Communications District.
- Res. No. 416-20            A Resolution to reappoint one member to the Hamilton County Health and Safety Hearing Board beginning April 20, 2016 and ending April 20, 2020.
- Res. No. 416-21            A Resolution to reappoint three (3) members to the Hamilton County Board of Equalization for two (2) year term beginning June 1, 2016 and ending May 31, 2018.
- Res. No. 416-22            A Resolution making an appropriation to AEGIS Law Enforcement of Greater Chattanooga, Inc., in the amount of three thousand dollars (\$3,000.00) from General Fund discretionary monies, as allotted to District Three.
- Res. No. 416-23            A Resolution making an appropriation to Partnership for Families, Children and Adults, Inc., in the amount of One Thousand Dollars (\$1,000.00) from General Fund discretionary monies, as allotted to District One.
- Res. No. 416-24            A Resolution making an appropriation to Girls Incorporated of Chattanooga in the amount of five hundred dollars (\$500.00) from General Fund discretionary monies, as allotted to District Four.
- Res. No. 416-25            A Resolution to accept the proposal of First Tennessee Bank to provide banking services and lock box payment processing services for the County Trustee for a period of four (4) years beginning June 8, 2016, with the option to renew for four (4) additional one (1) year terms, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 416-26            A Resolution to appropriate \$300,000 to the Criminal Court Clerk Fund to assist the office in funding its operations and to amend the General Fund operating budget by adding \$300,000 to expenditures from previously unbudgeted funds.
- Res. No. 416-27            A Resolution authorizing Republic Parking System to revise the fee schedule for parking in the Hamilton County Garage and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 416-28            A Resolution approving the entering into a lease agreement between the Hamilton County Board of Education and Tower Assets Newco IX, LLC, of certain real property owned by the Hamilton County Board of Education for the erection of a cell tower, and authorizing the execution of said lease.
- Res. No. 416-29            A Resolution authorizing the County Mayor to sign an amendment to the contract with Corrections Corporation of America (CCA) for the management of the Silverdale Correctional Facility.
- Res. No. 416-30            A Resolution approving the transferring of \$2,000.00 in discretionary bond funds as allotted to county commission district eight to county commission district seven, and the transferring of a like amount in general fund discretionary funds as allotted to county commission district seven to county commission district eight.
- Res. No. 416-31A           A Resolution to Rezone from A-1 Agricultural District to C-2 Local Business Commercial District, properties located at 6113 & 6117 Ooltewah-Georgetown Road.

- Res. No. 416-31B A Resolution to Rezone from A-1 Agricultural District to C-2 Local Business Commercial District, properties located at 6113 & 6117 Ooltewah-Georgetown Road.
- Res. No. 416-32 A Resolution to Amend the Hamilton County Zoning Regulations, Article VI, Exceptions, Section 400 Special Permits by Hamilton County Commission, Section 401.6, Changes and Modifications by correcting the wording of item A(4).
- Res. No. 416-33 A Resolution accepting the bid of Insight Public Sector for one (1) year contract unit pricing, beginning April 20, 2016 through April 19, 2017, for in-car video camera systems for the Sheriff's Office and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 416-34 A Resolution approving the purchase of two (2) RapidSense™ portable chemical radiation nuclear and explosives detectors amounting to \$90,200.00 from Paragon Research Corporation for the Sheriff's Office and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 416-35 A Resolution accepting the bids of Shields Electronic Supply, Inc. and Accredited Lock Supply Company for contract unit pricing for door access materials for the period of June 5, 2016, through June 4, 2017, for the Telecommunications Department and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 416-36 A Resolution to authorize the County Mayor to execute a contract between the State of Tennessee, Department of Health and Hamilton County, Tennessee, Health Services Division, operating as the Chattanooga-Hamilton County Health Department for the provision of Health Promotion services using funds from the State of Tennessee, Department of Health in the amount not to exceed \$121,700.00 for the period beginning July 1, 2016, ending June 30, 2017.
- Res. No. 416-37 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to sign a contract amendment with the Tennessee Department of Health in the amount of \$216,220.00 to provide health care Safety Net Primary Care services to uninsured adults in Hamilton County at the Homeless Health Care Center for the time period July 1, 2015 through June 30, 2016 by increasing the expense and revenue budgets by \$100,000.00.
- Res. No. 416-38 A Resolution authorizing the County Mayor to sign a continuation contract with the Tennessee Department of Health and Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department, for the fiscal year July 1, 2016 to June 30, 2017 contract period, in an amount not to exceed \$338,800.00 to provide home visits in accordance with the Department of Health's Children Special Services (CSS) program guidelines.
- Res. No. 416-39 A Resolution accepting the bid of Blackfox Tactical for one (1) year contract pricing, beginning April 20, 2016, through April 19, 2017, for body armor and equipment for Emergency Medical Services and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 416-40 A Resolution accepting the bid of EVS Emergency Vehicle Specialist for one (1) year contract unit pricing, beginning April 20, 2016, through April 19, 2017, for protective clothing for Emergency Medical Services and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 416-41 A Resolution authorizing the renewal for the contract pricing with Bound Tree Medical, LLC and Nashville Medical & EMS Products, Inc. for medical supplies, beginning May 7, 2016, through May 6, 2017, with the option to renew for one (1) additional one (1) year term, for Emergency Medical Services and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 416-42 A Resolution accepting the bid of Newcom Wireless Services for one (1) year contract unit pricing for ruggedized laptop computers for Emergency Medical Services and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.

## **ANNOUNCEMENTS**

### **DELEGATIONS ON MATTERS OTHER THAN ZONING**

*Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission and do not necessarily represent the religious beliefs or views of the Commission in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to actively participate in the business of the Commission.*

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
MARCH 30, 2016**

**STATE OF TENNESSEE**            )            Recessed Meeting  
**COUNTY OF HAMILTON**        )            March 30, 2016

**BE IT REMEMBERED**, that on this 30<sup>th</sup> day of March, 2016, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Chester Bankston, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Beck, Commissioner Boyd, Commissioner Fairbanks, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, Commissioner Smedley, and Chairman Bankston. Total present – 9. Total absent -0.

Also in attendance were County Mayor Jim Coppinger, members of his administrative staff, County Attorney Rheubin Taylor, and County Auditor Bill McGriff.

Chairman Bankston announced that Cleveland Grimes, longtime Executive Director of the Hamilton County Water and Wastewater Treatment Authority (WWTA), unexpectedly passed away Tuesday evening, March 29<sup>th</sup>. He asked that a moment of silence be observed in remembrance of Mr. Grimes.

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
MARCH 30, 2016**

Commissioner Bankston introduced Pastor Ron Perry, South Seminole Baptist Church, who gave the invocation. Commissioner Bankston led in the pledge to the flag.

Chairman Bankston announced that there was not any scheduled business for the Recessed Meeting and asked if anyone had any announcements.

Being no further business Chairman Bankston declared the recessed meeting adjourned.

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

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Date

  
Clerk's Initials



**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MARCH 30, 2016**

**COMMITTEE ASSIGNMENTS**

Chairman Bankston indicated the upcoming agenda items would be considered as follows:

- The Trustee Monthly and Excess Fee Reports for January and February 2016 would be submitted for the record.
- An order appointing Hugh Coulter to the North West Utility District Board of Commissioners would be submitted for the record.
- Resolution No. 416-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution Nos. 416-10, 416-11, 416-12, 416-14 through 416-16, and 416-18 were assigned to the Finance Committee, chaired by Commissioner Boyd.
- Resolution Nos. 416-2 through 416-9, 416-13, and 416-17 were heard by a Committee of the Whole.

Chairman Bankston stated that Resolution Nos. 416-2 through 416-9, 416-13, and 416-17 would now be heard by the Committee of the Whole.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 416-2**

Chairman Bankston spoke regarding this item, which appoints John Shackleford to the Hamilton County Employee Appeals Board for a term ending August 5, 2017.

There were no questions from Commissioners.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MARCH 30, 2016**

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 416-3**

Chairman Bankston spoke regarding this item, which appoints Dr. Blaise W. Baxter to the Chattanooga-Hamilton County Hospital Authority Board of Trustees, for a term ending November 1, 2019.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 416-4**

Commissioner Bankston spoke regarding this item, which approves the expenditure of general fund discretionary monies, as allotted to district nine, in the amount of one thousand dollars to assist with ongoing programs at Chattanooga's Kids on the Block, Inc.

There were no questions from Commissioners.

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MARCH 30, 2016**

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 416-5**

Commissioner Beck spoke regarding this item, which approves the expenditure of general fund discretionary monies, as allotted to district five, in an amount of three thousand dollars to assist A Night to Remember, Inc. with their scholarship program.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 416-6**

Commissioner Fields spoke regarding this item, which approves the expenditure of ten thousand dollars in general fund discretionary monies, as allotted to district two, to assist the town of Red Bank with their Dixie Youth Program.

There were no questions from Commissioners.

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MARCH 30, 2016**

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 416-7**

Commissioner Mackey spoke regarding this item, which approves the expenditure of two thousand dollars in general fund discretionary monies, as allotted to district four, to assist Kappa Foundation of Chattanooga with their scholarship fund.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 416-8**

Chief Deputy Sheriff Allen Branum spoke regarding this item, which approves an Interlocal agreement between the City of Chattanooga and Hamilton County for modifications and improvements to the Chattanooga/Hamilton County firing range, located at 300 Moccasin Bend Road, in an amount not to exceed \$150,000.00 and to provide for equal sharing of ongoing operational costs of same.

The funds will be utilized to allow a new portable building transported to the site, to install a 30-Position target system; a 90-foot Running Man target system; a shoot-house; a training lab; upgrade the current speakers and sound system; replace defective items currently being utilized at the range; and to upgrade security and maintenance as well as additional parking.

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In response to Commissioner Boyd's question, Chief Branum stated that the County is still working closely with the City of Chattanooga to replace the firing range. He noted that conversation has been going on for some time. The Moccasin Bend firing range is jointly owned by the City of Chattanooga and Hamilton County.

Several Commissioners had issue with spending additional money at the Moccasin Bend location. They encouraged the Firing Range Committee (FRC) to move toward getting a long term plan in place. It was recommended the County consider having a firing range separate from the City of Chattanooga.

Chief Branum reminded everyone that the task of relocating the firing range is in response to a request from the National Service Park. The firing range is completely encompassed by the new Moccasin Bend National Park. Back in 2013 the National Service Park requested that the current land housing the facility be turned over to them for future use and park expansion. During that time (Resolution No. 113-14) it was noted that in order to continue mandatory firearms training and qualification, a suitable indoor range must be constructed for HCSO and CPD training operations. Outdoor firing ranges, like the one at Moccasin Bend are no longer suitable. The State of Tennessee requires all armed officers to complete a minimum of eight hours at the firing range per year.

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In response to several questions from Commissioners, it was noted that Hamilton County's contribution will be provided from bond proceeds; 95% of the improvements will qualify for bonds, 5% will be paid using operation funds. The operational costs of the facility will be shared equally by both parties and is currently included in the Sheriff's Fiscal Year 2015-2016 budget.

In response to Commissioner Mackey's question, Development Director Dan Saieed stated he would look for grants that could be used to cover the costs. He noted that he has been in contact with the Southeast Tennessee Development District.

In response to Commissioner Smedley's question, Mayor Coppinger stated that equipment purchased with county bond monies will be county owned property.

It was also noted that the City of Chattanooga supported the proposed Interlocal agreement and they will also be contributing \$150,000.00.

Commissioner Graham noted he would be supporting the resolution and reiterated that the equipment being purchased is portable if the firing range relocates.

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**COMMITTEE OF THE WHOLE – RESOLUTION NO. 416-9**

Attorney Taylor, spoke regarding this item, which approves the issuance of bonds for the benefit of Woodbine Community Organization (WCO) AL DP, LLC. He introduced Attorney Patrick Alexander, Bradley Arant Boult Cummings, LLP and Richard “Dick” Brown, Attorney and Financial Advisor for Open Arms Care Corporation noted that this is simply a procedural matter and no cost to the county. The federal government requires local government to approve and hold a public hearing with respect to the proposed plan of financing for the issuance of the bonds to refinance the existing Hamilton County facilities and to finance two new Hamilton County facilities. The public hearing was advertised and will be conducted during next week’s commission meeting.

Attorney Taylor pointed out that the County Commission has approved this same process in the past (Resolution Nos. 1291-43 and 598-37).

It was explained that the state has agreed to close a 40-year-old facility in east Tennessee for people with limited mental functioning. Under the plan the Department of Intellectual and Developmental Disabilities will close Greene Valley Development Center in Greenville, TN, moving the remaining residents into more home-like settings

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MARCH 30, 2016**

integrated into neighborhoods. The plan to close Greene Valley is part of an overall agreement submitted in federal court, which ended a long-running lawsuit.

The purpose of the resolution is to (1) refinance 32 residential treatment facilities for individuals with intellectual disabilities, each containing eight beds, for a total of 256 beds, and four day program service facilities and (2) finance the acquisition, construction, installation and equipping of nine residential treatment facilities for individuals with intellectual disabilities, each containing four beds, for a total of 36 beds.

Nine of the existing facilities being refinanced are located in Hamilton County and two new facilities will be constructed at 7817 Gamble Road, Georgetown, TN 37336. All facilities are owned by WCO, leased to Open Arms Care Corporation and managed by Integra Resources, LLC.

In response to Commissioner Graham, Attorney Taylor confirmed that the County has no liability if the organization defaults on the tax free municipal bonds. Commissioner Graham noted he would be supporting the resolution.

Chairman Bankston asked that Attorney Alexander and Attorney Brown both be present at next week's meeting. To accommodate their schedule the Chairman agreed to move the resolution forward on agenda and hear it as the first item.

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MARCH 30, 2016**

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 416-13**

Development Director Dan Saieed spoke regarding this item, which authorizes the County Mayor to submit a grant application to develop a conceptual master plan for Chester Frost Park to the Tennessee Department of Economic and Community Development in an amount not to exceed \$40,000 which includes a \$20,000 county match.

The Tennessee Department of Economic and Community Development is offering a Tourism Enhancement Grant that provides funds for planning. The process would include Pinky's Point, a 200 acre undeveloped section, and improvements to park features and amenities that could, in some cases, create new sources of revenue.

In response to Commissioner Boyd's question, Mr. Saieed stated that it was his understanding that hotel-motel tax monies are earmarked for marketing and it was questionable if the Chattanooga Area Convention and Visitors Bureau (CVB) would be able to use said monies to pay the \$20,000 county match. He noted that the grant application must be submitted by April 18<sup>th</sup>.

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Mayor Coppinger reiterated that this resolution is a request to submit a grant application. If the grant is awarded, it is a possibility that the \$20,000 may come from the CVB's hotel-motel tax fund.

Commissioner Graham explained that the hotel-motel tax is allocated to CVB for the promotion of specific area events and fostering of tourism within the Hamilton County area (Resolution No. 207-27). He thanked Mr. Saieed and his staff for finding grants and bringing them to the commission and reiterated that this resolution is a request to submit a grant application.

Mayor Coppinger stated that if the grant is awarded the \$20,000 will be recouped through fees charged for the added amenities at the park.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 416-17**

John Agan, Director of Engineering spoke regarding this item, which authorizes the slope stabilization repairs of Hotwater Road by GeoStabilization International on the state contract for soil nailing for various counties. Hotwater Road in Hamilton County has exhibited an area which requires slope stabilization along the roadway to preserve the existing road platform. The slope stabilization repairs require specialized

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geotechnical design and construction methods that can be provided by GeoStabilization International.

The price for the repairs from the state contract is \$296,593.00. The work is required and will be coming out of the Highway Department's operating budget. He also noted that GeoStabilization International is the same company that repaired Robert Mills Road, Cash Canyon Road, Montlake Road, and the W Road emergency repair.

Commissioner Graham spoke highly of GeoStabilization International and stated that the Cash Canyon Road repairs provided a long term fix and were very beneficial.

Commissioner Boyd, Chairman of the Finance Committee, announced that the Finance Committee would be meeting in the Commission Room immediately following today's Agenda Session.

**ANNOUNCEMENTS**

Chairman Bankston asked for announcements from members of the Commission.

**HAMILTON COUNTY COMMISSION  
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As had been announced earlier Cleveland Grimes, longtime Executive Director of the Hamilton County Water and Wastewater Treatment Authority (WWTA), passed away unexpectedly Tuesday, March 29<sup>th</sup>. Commission members, Mayor Copping, and Attorney Taylor spoke highly of Cleveland Grimes and gave their condolences to his family. Mayor Copping especially praised Mr. Grimes. He stated that he was extremely valuable in leading this difficult program and that his work in making the program successful will be missed.

Commissioner Graham encouraged everyone to participate and volunteer at their local recreation center. He recognized that his wife, son and daughter were present in the audience and wished his daughter a happy 16<sup>th</sup> birthday.

Commissioner Boyd announced that out of respect for Mr. Grimes' family the community meeting on March 31<sup>st</sup> at 6:30 pm at the Red Bank Community Center regarding the Hamilton County Waste and Wastewater Treatment Authority (WWTA) is postponed until further notice.

Commissioner Fields announced that the County Public Records Commission is meeting April 6, 2016 at 8 am in the Commission conference room, Room 106 Courthouse.

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Commissioner Smedley announced that the Commission and School Board meeting that Commissioner Beck requested regarding school facilities has been postponed until a further notice. She stated that she is waiting to hear back from School Board member Jonathan Welch.

**DELEGATIONS**

Chairman Bankston asked for delegations on matters other than zoning. There were none.

Being no further business, Chairman Bankston declared the meeting adjourned until Wednesday, April 6<sup>th</sup> at 9:30 AM.

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

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Date

  
Clerk's Initials

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
APRIL 6, 2016**

**STATE OF TENNESSEE**            )            Regular Meeting  
**COUNTY OF HAMILTON**        )            April 6, 2016

**BE IT REMEMBERED**, that on this 6<sup>th</sup> day of April, 2016, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Chester Bankston, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Beck, Commissioner Boyd, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, Commissioner Smedley, and Chairman Bankston. Commissioner Fairbanks was absent. Total present – 8. Total absent – 1.

Also in attendance were County Mayor Jim Coppinger, members of his administrative staff, County Attorney Rheubin Taylor, and County Auditor Bill McGriff.

Attached hereto is a copy of the Public Notice of this meeting, which was published in a local newspaper and made a matter of record of this meeting.

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REGULAR MEETING  
APRIL 6, 2016**

Chairman Bankston introduced Pastor Mike Steele, Crossroads Baptist Church, who gave the invocation. Commissioner Boyd led in the pledge to the flag.

Commissioner Beck spoke highly of Pastor Steele's invocation and thanked him for today's invocation.

**PRESENTATION - CERTIFICATE OF CONGRATULATIONS – COLE HENRY**

Commissioner Smedley presented a Certificate of Congratulations to Cole Henry the 1<sup>st</sup> place winner of the 2016 "What My Mother Means to Me" National Fifth Grade Essay. Mr. Henry is a student at Apison Elementary School. The competition is organized by American Mothers, a non-profit organization, which aims to honor mothers through educational programs and community outreach. Essays are required to be 150 words and handwritten. The essay encourages fifth graders from across the county to celebrate their mothers at an age where they may lose awareness of the important role Moms play in their lives. Mr. Henry was also the recipient for the Tech Town award.

Apison Elementary School Principal Ron Hughes thanked everyone for taking time to recognize Cole Henry's achievements. At this time a round of applause was given and Mr. Henry, his parents, and Principal Hughes shook hands with the Mayor and Commission.

Clerk Knowles noted that a copy of the essay was provided to the Clerk's office.

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REGULAR MEETING  
APRIL 6, 2016**

**PRESENTATION -CERTIFICATE OF CONGRATULATIONS – KIRSTEN LEGAC**

Commissioner Smedley presented a Certificate of Congratulations to Kirsten Legac the Southeast Regional Teacher of the Year, grades 9-12 division. Mrs. Legac teaches Honors Algebra 2 and Honors Pre-Calculus at East Hamilton High School.

Several members of the Commission and the Mayor thanked Mrs. Legac for unselfishly giving her time and talents to students, co-workers, and parents. It was noted that education has become more complex and the role of leadership is crucial. East Hamilton High School Principal Gail Chuy spoke highly of Mrs. Legac and noted several of her accomplishments in education.

At this time a round of applause was given and Ms. Legac shook hands with the Mayor and the Commission.

Mayor Coppinger acknowledged that Dr. Kirk Kelly, acting Superintendent for the Hamilton County Department of Education was present for the presentations.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
APRIL 6, 2016**

**APPROVAL OF MINUTES**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Boyd, that the minutes of the Recessed Meeting of March 9, 2016, the Agenda Preparation Session of March 9, 2016, and the Regular Meeting of March 16, 2016, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commission Fairbanks was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

**TRUSTEE REPORTS**

The Trustee's Monthly and Excess Fee reports for January 2016 and February 2016 were submitted and made a matter of record.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
APRIL 6, 2016**

**ORDER OF APPOINTMENT**

Mayor Coppinger submitted for the record an Order appointing Hugh Coulter to the North West Utility District Board of Commissioners to serve the unexpired term of Fred Morgan, ending December 31, 2019.

**RESOLUTION NO. 416-1 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, AND OATH OF DEPUTY SHERIFF.**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 416-1. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Fairbanks was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

Chairman Bankston reported that Resolution Nos. 416-2 through 416-9, 416-13, and 416-17 were heard by a Committee of the Whole.

**HAMILTON COUNTY COMMISSION  
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**RESOLUTION NO. 416-9 A RESOLUTION TO APPROVE THE ISSUANCE OF  
BONDS FOR THE BENEFIT OF WCO AL DP, LLC.**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolution No. 416-9.

Attorney Taylor noted that the previously advertised public hearing with respect to the proposed financing plan is to be part of today's meeting. He pointed out that the County Commission has approved this same process in the past (Resolution Nos. 1291-43 and 598-37). He stated that this is simply a procedural matter and no cost or liability to the county. He noted that Attorney Patrick Alexander, Bradley Arant Boult Cummings, LLP and Open Arms Care Executive Director Lisa King were present for the public hearing.

Chairman Bankston asked if anyone was present for the public meeting and wanted to address the commission. There was no one desiring to speak.

The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey,

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“Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Commission Fairbanks was absent. Total present – 8. Total absent – 1. Total “Aye” votes – 8. Total “Nay” votes – 0.

**RESOLUTION NO. 416-2 A RESOLUTION TO APPOINT ONE (1) MEMBER TO THE HAMILTON COUNTY EMPLOYEE APPEALS BOARD TO FILL AN UNEXPIRED TERM ENDING AUGUST 5, 2017.**

This resolution appoints John Shackleford to serve the unexpired term of Bill Reesor, ending August 5, 2017.

**ON MOTION** of Commissioner Fields, seconded by Commissioner Boyd, to adopt Resolution No. 416-2. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, “Aye”, Commissioner Boyd, “Aye”, Commissioner Fields, “Aye”, Commissioner Graham, “Aye”, Commissioner Haynes, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Commission Fairbanks was absent. Total present – 8. Total absent – 1. Total “Aye” votes – 8. Total “Nay” votes – 0.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
APRIL 6, 2016**

**RESOLUTION NO. 416-3 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE COUNTY MAYOR OF ONE MEMBER TO THE CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY BOARD OF TRUSTEES FOR A TERM ENDING NOVEMBER 1, 2019.**

This resolution appoints Blaise W. Baxter, M.D.

**ON MOTION** of Commissioner Fields, seconded by Commissioner Boyd, to adopt Resolution No. 416-3. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Fairbanks was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 416-4 A RESOLUTION MAKING AN APPROPRIATION TO CHATTANOOGA'S KIDS ON THE BLOCK, INC., IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT NINE.**

**HAMILTON COUNTY COMMISSION  
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**ON MOTION** of Commissioner Fields, seconded by Commissioner Boyd, to adopt Resolution No. 416-4. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Fairbanks was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 7. Total "Nay" votes – 0. Commissioner Graham announced that he was present.

**RESOLUTION NO. 416-5 A RESOLUTION MAKING AN APPROPRIATION TO A NIGHT TO REMEMBER, INC., IN THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FIVE.**

**ON MOTION** of Commissioner Beck, seconded by Commissioner Mackey, to adopt Resolution No. 416-5. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner

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Fairbanks was absent. Total present – 8. Total absent – 1. Total “Aye” votes – 7. Total “Nay” votes – 0. Commissioner Graham announced that he was present.

**RESOLUTION NO. 416-6 A RESOLUTION APPROVING THE EXPENDITURE OF TEN THOUSAND DOLLARS (\$10,000.00) FROM GENERAL FUND DISCRETIONARY MONIES (AS ALLOTTED TO DISTRICT TWO) TO ASSIST THE TOWN OF RED BANK WITH THEIR DIXIE YOUTH PROGRAM.**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Beck, to adopt Resolution No. 416-6. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, “Aye”, Commissioner Boyd, “Aye”, Commissioner Fields, “Aye”, Commissioner Haynes, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Commissioner Fairbanks was absent. Total present – 8. Total absent – 1. Total “Aye” votes – 7. Total “Nay” votes – 0. Commissioner Graham announced that he was present.

**RESOLUTION NO. 416-7 A RESOLUTION MAKING AN APPROPRIATION TO KAPPA FOUNDATION OF CHATTANOOGA IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FOUR.**

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**ON MOTION** of Commissioner Mackey, seconded by Commissioner Beck, to adopt Resolution No. 416-7. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Fairbanks was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 7. Total "Nay" votes – 0. Commissioner Graham announced that he was present.

**RESOLUTION NO. 416-8 A RESOLUTION TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CHATTANOOGA AND HAMILTON COUNTY FOR MODIFICATIONS AND IMPROVEMENTS TO THE CHATTANOOGA/HAMILTON COUNTY FIRING RANGE IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) AND TO PROVIDE FOR EQUAL SHARING OF ONGOING OPERATIONAL COSTS OF SAME.**

**ON MOTION** of Commissioner Beck, seconded by Commissioner Graham, to adopt Resolution No. 416-8. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Nay", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman

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Bankston, "Aye". Commission Fairbanks was absent. Total present – 8. Total absent –

1. Total "Aye" votes – 7. Total "Nay" votes – 1.

**RESOLUTION NO. 416-13 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SUBMIT A GRANT APPLICATION TO DEVELOP A CONCEPTUAL MASTER PLAN FOR CHESTER FROST PARK TO THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT IN AN AMOUNT NOT TO EXCEED \$40,000 WHICH INCLUDES A \$20,000 COUNTY MATCH.**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Beck, to adopt Resolution No. 416-13. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commission Fairbanks was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 416-17 A RESOLUTION AUTHORIZING THE SLOPE STABILIZATION REPAIRS OF HOTWATER ROAD BY GEOSTABILIZATION INTERNATIONAL ON THE STATE CONTRACT FOR SOIL NAILING FOR VARIOUS**

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**COUNTIES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS  
NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 416-17. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Fairbanks was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

Chairman Bankston asked that Resolution Nos. 416-10 through 416-12, 416-14 through 416-16, and 416-18 be considered together at this time.

**RESOLUTION NO. 416-10 A RESOLUTION AUTHORIZING THE COUNTY MAYOR  
TO SIGN A CONTRACT AMENDMENT BETWEEN THE STATE OF TENNESSEE  
DEPARTMENT OF HUMAN SERVICES AND THE HAMILTON COUNTY JUVENILE  
COURT TITLE IV-D CHILD SUPPORT DIVISION.**

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**RESOLUTION NO. 416-11 A RESOLUTION ACCEPTING THE BID OF SAITECH, INC. FOR ONE (1) YEAR CONTRACT UNIT PRICING, WITH THE OPTION TO RENEW FOR ONE ( 1) ADDITIONAL ONE ( 1) YEAR TERM, BEGINNING APRIL 6, 2016 THROUGH APRIL 5, 2017, FOR LAPTOP COMPUTERS WITH DOCKING STATIONS AMOUNTING TO \$999.58 EACH FOR THE SHERIFFS DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 416-12 A RESOLUTION ACCEPTING THE BID OF ON DUTY DEPOT FOR ONE (1) YEAR CONTRACT UNIT PRICING, BEGINNING APRIL 6, 2016 THROUGH APRIL 5, 2017, FOR VEHICLE UPFITTING EQUIPMENT FOR THE SHERIFF'S VEHICLES AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 416-14 A RESOLUTION ACCEPTING THE BID OF JDH COMPANY, INC. FOR RE-ROOFING THE CHATTANOOGA/HAMILTON COUNTY HEALTH DEPARTMENT AMOUNTING TO \$191,625.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 416-15 A RESOLUTION ACCEPTING THE BID OF GRAYBAR ELECTRIC COMPANY, INC. FOR ONE (1) COPPER/FIBER CABLE TESTER**

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**AMOUNTING TO \$22,508.95 FOR THE TELECOMMUNICATIONS DEPARTMENT  
AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS  
NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 416-16 A RESOLUTION ACCEPTING THE PROPOSAL OF EPB  
FIBER OPTICS FOR LOCAL TELEPHONE SERVICE TO HAMILTON COUNTY  
GOVERNMENT OFFICES AND SCHOOLS FOR A PERIOD OF THREE YEARS WITH  
THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS AND  
AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY  
TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 416-18 A RESOLUTION ACCEPTING THE BIDS OF DAVIES  
IMPERIAL COATINGS, INC., OZARK MATERIALS, LLC AND SHERWIN WILLIAMS  
COMPANY FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING MAY 1, 2016,  
THROUGH APRIL 30, 2017, FOR WATERBORNE HIGHWAY TRAFFIC PAINT AND  
AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY  
TO IMPLEMENT THIS RESOLUTION.**

Commissioner Boyd, Chairman of the Finance Committee, provided details regarding Resolution Nos. 416-10 through 416-12, 416-14 through 416-16, and 416-18 and stated that the Finance Committee reviewed and recommended approval.

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**ON MOTION** of Commissioner Boyd, seconded by Commissioner Mackey, to adopt Resolution Nos. 416-10 through 416-12, 416-14 through 416-16, and 416-18.

Commissioner Mackey added it has been confirmed that the privacy of the telephone service EPB will be providing will be protected and safeguarded (Resolution No. 416-16).

The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commission Fairbanks was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

**ANNOUNCEMENTS**

Chairman Bankston asked for announcements from members of the Commission.

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Commission members, Mayor Coppinger, and Attorney Taylor gave their condolences to family of former Tennessee Senate Majority Leader Ward Crutchfield, who passed away Sunday, April 3, 2016. It was noted that Mr. Crutchfield served various positions in Hamilton County Government and fought for civil rights and education. Attorney Taylor reflected back to 1973 when Mr. Crutchfield took a gamble and hired a young black attorney with an afro, pork chop side burns, and on crutches from a tennis injury. That young man was Rheubin Taylor, who is now the County Attorney. He spoke highly of Mr. Crutchfield and his ability to reach out and help others.

Commission members, Mayor Coppinger, and Attorney Taylor gave their condolences to Health Department Director Becky Barnes, who recently lost her husband, Hugh Barnes, on March 30, 2016.

Commission members, Mayor Coppinger, and Attorney Taylor gave their condolences to the family of Cleveland Grimes, longtime Executive Director of the Hamilton County Water and Wastewater Treatment Authority (WWTA) and reported that his funeral was attended by many and was a remarkable uplifting celebration of life.

Commissioner Haynes reported that he attended the top 10% of the senior class at each high school in the county banquet. These students were recognized for their academic achievements. He reported that there were 266 Hamilton County students, and only 77 of them were young men. He spoke about his concern over the dwindling

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number of young men included in the top 10 percent of students. He also reminded everyone that April is National Donate Life month. He encouraged everyone to sign up by visiting [www.donatelifetn.org](http://www.donatelifetn.org) and to make a donation when renewing your motor vehicle tag at the County Clerk's Office.

Commissioner Graham reported that he attended the top 10% banquet. He also spoke about his concern over the dwindling number of young men included in the top 10 percent of students. He invited everyone to participate in the annual Lookout Valley Neighborhood Association Golf Tournament Fundraiser taking place at Trenton Golf Course, April 16<sup>th</sup> at 8:30 am. One Hundred Percent (100%) of the money raised will be used to support several community projects in Lookout Valley.

Commissioner Boyd invited everyone to attend the Sculpture Fields at Montague Park Grand Opening Celebration on Friday, April 8<sup>th</sup>, 6 pm – 10 pm and April 9<sup>th</sup>, 8 am – 6 pm. Sculpture Fields located at 1800 Polk Street is a brand new international large-scale sculpture park which will be open to the public, free of charge, seven days a week starting on April 8th.

Commissioner Boyd noted his support for House Bill 2087/ Senate Bill 2128 relative to the county budgeting process. He spoke in detail about the specifics of the bill and explained his reasons for support. He noted that Shelby, Davidson, Knox and

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Hamilton Counties were opted to not be a part of the bill and questioned why Hamilton County's Lobbyist was told not to support the bill.

Commissioner Smedley reported that she attended the annual top 10% banquet and congratulated all the students. She announced the Commission and School Board meeting that Commissioner Beck requested regarding school facilities will be May 10<sup>th</sup>, 6 pm at Department of Education. She also invited everyone to attend two community meetings to discuss and share their ideas about public education. The meetings will be hosted by Coordinator of Chattanooga 2.0 Dr. Jared Bigham and David Steele with the Chamber of Commerce. The first meeting will be April 19<sup>th</sup> at Woodland Park Baptist at 6 pm and second meeting will be April 21<sup>st</sup> at Mile Straight Baptist Church at 6 pm.

Commissioner Beck reported that he attended the annual top 10% banquet and congratulated all the students.

Mayor Coppinger gave his condolences to the family of Judge Ted Milburn, who passed away April 1<sup>st</sup>, 2016. He was a Circuit Court Judge, then Federal Judge and then served on the Sixth Circuit Court of Appeals. He served as Circuit Court of Hamilton County, Division III, from 1973 to 1983.

He reported that he attended the annual top 10% banquet and congratulated all the students.

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Mayor Coppinger reminded everyone that the county lobbyist is hired to represent the interest of Hamilton County. He noted that there is a really big reason why Hamilton County and the other large counties chose to opt out of HB 2087/SB 2128. He invited members of the Commission to contact Finance, and Representative Mike Carter if interested in researching the bill.

He reiterated that the budget process starts in January, it is thoroughly vetted and he would never ask the commission to vote on a budget based on whether there is or is not a tax increase. To do so would be negligent. He encouraged the commission to work together and develop trust with him and other county staff.

Mayor Coppinger also announced that Hamilton County has grown in the past five years by 5.2%. 354,000 people now live in Hamilton County, 17,000 more people than five years ago.

**DELEGATIONS**

Chairman Bankston asked for delegations on matters other than zoning. There were none.

**HAMILTON COUNTY COMMISSION  
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There being no further business, Chairman Bankston declared the meeting in recess until Wednesday, April 13, 2016 at 9:30 AM.

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_  
Date

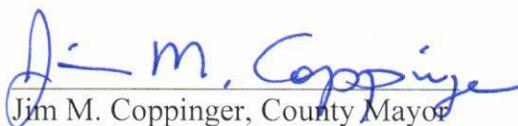
WFK  
Clerk's Initials

ORDER OF DESIGNATION

I, Jim M. Coppinger, serving in the capacity of the County Mayor of Hamilton County, Tennessee and pursuant to Tennessee Code Annotated Section 5-6-106 (b), as amended by Chapter 145 of the 1985 Public Acts of the Tennessee General Assembly, do hereby designate Todd Leamon to sit in my place on the Planning Commission for the following date(s): April 11, 2016.

The foregoing designee has the powers, including the power to vote, as are otherwise conferred upon me in my official capacity when serving on this body.

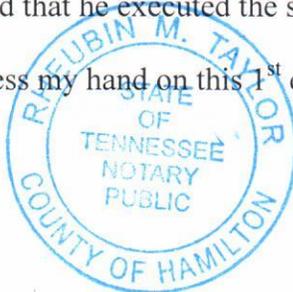
This the 1<sup>st</sup> day of April, 2016.

  
Jim M. Coppinger, County Mayor

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On the 1<sup>st</sup> day of April, 2016 before me personally appeared Jim M. Coppinger to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand on this 1<sup>st</sup> day of April, 2016.



  
Notary Public  
*My Commission Expires: May 17, 2017*



## Hamilton County Board of Commissioners

# RESOLUTION

No. 416-19

**A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, OATHS OF DEPUTY SHERIFFS, THE BOND OF DEPUTY SHERIFF, AND RIDERS FOR THE BONDS OF HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT.**

**WHEREAS,** William F. (Bill) Knowles, Hamilton County Clerk, has certified according to the records of his office that the persons named on the attached listing labeled "**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**" have duly applied for the positions so sought; and

**WHEREAS,** said Bill Knowles has certified according to the records of his office that the persons named on the attached listing labeled "**REPORT FROM THE OFFICE OF THE COUNTY CLERK**" have given approved bonds for the office of Notary Public and have taken the oath of office; and

**WHEREAS,** said Bill Knowles has certified according to the records of his office that the persons named on the attached listing labeled "**OATHS OF DEPUTY SHERIFFS**" have taken the oath of office; and

**WHEREAS,** said Bill Knowles has certified according to the records of his office that the person named on the attached listing labeled "**THE BOND OF DEPUTY SHERIFF**" has presented the bond of office; and

**WHEREAS,** said Bill Knowles has certified according to the records of his office that the persons named on the attached listing labeled "**RIDERS FOR THE BONDS OF HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT**" have submitted for filing a bond as required in TCA Section 7-86-119.

**NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY BOARD OF COMMISSIONERS:**

1. That the persons named on the listing labeled "**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**" are hereby approved as applicants therefore; and
2. That the persons listed on the "**REPORT FROM THE OFFICE OF THE COUNTY CLERK**" relative to bonds given for the position of Notary Public are hereby approved for such and the bonds are accepted and the oaths therefor are approved as taken; and
3. That the persons named on the listing labeled "**OATHS OF DEPUTY SHERIFFS**" are accepted and the oaths therefor are approved as taken; and
4. That the person named on the listing labeled "**THE BOND OF DEPUTY SHERIFF**" is accepted and the bond therefore is approved as taken; and
5. That the persons named on the listing labeled "**RIDERS FOR THE BONDS OF HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT**" are filed and made a matter of record; and
6. That each such person named on the listing hereinabove mentioned (which listing is attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

**BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER PASSAGE.**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
April 20, 2016

\_\_\_\_\_  
Date

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**  
**APRIL 20, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Stacy Lynn Archer	3614 Anderson Pike Signal Mtn., TN 37377 423-517-0663	Robinson, Smith & Wells 633 Chestnut St., Ste. 700 Chattanooga, TN 37450 423-756-5051
Zaneta Thomas Attle	4062 E. Freedom Cir. Ooltewah, TN 37363 423-504-7162	The Mackenzie Center 6031 Shallowford Rd., Ste. 105 Chattanooga, TN 37421 423-468-3923
Sarah Baker	1021 E. 5th St., Apt. 6 Chattanooga, TN 37403 423-664-6486	The Generosity Trust 736 Market St., Ste. 1402 Chattanooga, TN 37402 N/A
Maria Beach	105 Edgewood Circle Ft. Oglethorpe, GA 30742 423-488-8900	Realty Title 1201 Market St. Chattanooga, TN 37402 423-267-2336
Renita L. Beaty	1712 Poe Rd. Soddy Daisy, TN 37379 N/A	Hamilton County Govt. 6183 Adamson Cir. Chattanooga, TN 37416 N/A
Tyler Brewer	324 McCallie Ave., Apt. 2 Chattanooga, TN 37402 423-326-8906	Grant, Kovalinka, & Harrison, P.C. 633 Chesnut St., Ste. 900 Chattanooga, TN 37450 423-756-8400
Dillon B. Brock	243 Scenic Dr. Trenton, GA 30752 931-691-4703	Puckett EMS 5603 Ringgold Rd. East Ridge, TN 37412 678-504-1740
Deborah Burnette	5630 Hyacinth Ln. Ooltewah, TN 37363 423-304-5278	Dr. John A. Gracy 7011 Shallowford Rd., Ste. 106 Chattanooga, TN 37421 423-826-8585
Cathy F. Casey	138 Baltusrol Rd. Hixson, TN 37343 N/A	COS Business Products 1548 Riverside Dr. Chattanooga, TN 37406 423-424-4734
Glenda F. Christensen	7848 Lexasaturno Lane Ooltewah, TN 37363 N/A	Samples, Jennings, et. al. 130 Jordan Dr. Chattanooga, TN 37421 423-892-2006

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS****APRIL 20, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Leslie Cryer	1842 S. Prairie Cir. Hixson, TN 37343 423-322-4970	Clark & Washington, LLC 6025 Lee Hwy, Ste. 101 Chattanooga, TN 37421 423-893-8340
Jennifer Currie	1609 Wendy Cir. Soddy Daisy, TN 37379 423-309-5911	SunTrust Bank 3513 Dayton Blvd. Chattanooga, TN 37415 423-508-0521
Linda Davis	1406 Stratman Cir. Chattanooga, TN 37421 423-605-0558	Self Employed 1406 Stratman Cir. Chattanooga, TN 37421 423-605-0558
Chris Dempsey	5958 Shallowford Rd. Chattanooga, TN 37421 423-313-1355	Shooter's Depot 5958 Shallowford Rd. Chattanooga, TN 37421 423-305-0747
Janice S. Evans	6106 Wardwell Dr. Ooltewah, TN 37363 423-280-3709	N/A N/A N/A N/A
Rachell Farmer	152 Foothills Dr. Dayton, TN 37321 423-847-5330	SunTrust Bank 802 Scenic Hwy. Lookout Mtn., TN 37350 423-508-0183
Laura C. Galloway	124 Gravitt Lane Chickamauga, GA 30707 423-260-3474	J & J Transportation 3210 13th Avenue Chattanooga, TN 37407 423-290-9983
J. Gibbs	4247 Covington Dr. East Ridge, TN 37412 N/A	First Title Insurance Company 2622 Broad St. Chattanooga, TN 37408 N/A
Kim Gilbert	1616 Sunray Dr. Chattanooga, TN 37412 423-892-2616	Hamilton County WWTA 1250 Market St., Ste. 3050 Chattanooga, TN 37402 423-209-7842
Jinna Glass	115 Timberland Trail Ringgold, GA 30736 423-774-3402	Foundation Title and Escrow 6166 Shallowford Rd., Ste. 106 Chattanooga, TN 37421 423-779-0440

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**

**APRIL 20, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Sherry J. Groce	984 Old Chattanooga Valley Rd. Flintstone, GA 30725 423-987-4832	Chattanooga Emergency Medicine 725 Glendwood Dr., Ste. E-487 Chattanooga, TN 37404 423-697-0014
Elise Guerrero	4313 Delashmitt Rd. Hixson, TN 37343 951-313-9049	The UPS Store 5251-C Hwy 153 Hixson, TN 37343 423-877-5568
Stephanie Harris	1511 Bagwell Ave. Hixson, TN 37343 423-580-2824	Stellar Therapy Services 6172 Airways Blvd. Chattanooga, TN 37421 423-622-1551
Lana Haynes	7429 Allemande Way Chattanooga, TN 37421 423-413-5328	Regions Bank 2128 Gunbarrel Rd. Chattanooga, TN 37421 423-855-0206
Pamela R. Hendricks	7752 Pinetree Lane Hixson, TN 37343 423-903-5316	CHI Memorial Hospital 2051 Hamill Road Hixson, TN 37343 423-495-7101
Beverly B. Henry	1800 Carroll Lane Chattanooga, TN 37405 N/A	Self Employed 412 Broad St. Chattanooga, TN 37402 423-756-3898
James L. Henry, Jr.	1800 Carroll Lane Chattanooga, TN 37405 N/A	Self Employed 412 Broad St. Chattanooga, TN 37402 423-756-3898
Mary Kay Hiatt	1132 Forest Plaza Cir. Chattanooga, TN 37343 423-870-2376	Hospital of Chattanooga 4411 Oakwood Dr. Chattanooga, TN 37416 423-718-7414
C. R. Hixon	2559 Waterhaven Dr. Chattanooga, TN 37421 423-667-7436	Center for Sports Medicine 7480 Ziegler Road Chattanooga, TN 37421 423-624-2696
Brenda Howard	133 McClary Dr. Benton, TN 37307 423-331-6720	Center for Sports Medicine 2415 McCallie Ave. Chattanooga, TN 37404 423-624-2696

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS****APRIL 20, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Tracie L. Howard	403 Gadd Rd. Chattanooga, TN 37415 423-877-9514	LBMC, PC 605 Chestnut St., Ste. 1100 Chattanooga, TN 37450 423-756-6585
David V. Hudson, Sr.	5413 Woody Trail Ooltewah, TN 37363 423-667-5765	Bowers Transportation Group 2492 South Lee Hwy. Cleveland, TN 37311 423-693-0505
Norinne H. Hurst	113 Hooker St. Lookout Mtn., TN 37350 423-821-1119	Raymond James 537 Market St., Ste. 105 Chattanooga, TN 37402 423-756-2371
Glenda E. Jackson	6415 Rosemary Dr. Chattanooga, TN 37416 423-622-2020	EPB Employees Credit Union 1500 McCallie Ave. Chattanooga, TN 37404 423-648-3413
E. Stephen Jett	46 Middle Creek Rd. Signal Mtn., TN 37377 423-886-6951	Russ Blakely & Associates, LLC 620 Lindsay St., Ste. 201 Chattanooga, TN 37403 423-760-4276
Candace L. Johnson	6847 Neville Dr. Ooltewah, TN 37363 414-510-3031	SunTrust Bank 4614 Hwy 58 Chattanooga, TN 37416 423-242-7703
Patrick Johnson	1807 Andover Place Chattanooga, TN 37421 423-994-3915	CHI Memorial Hospital 2051 Hamill Road Hixson, TN 37343 423-495-7393
Marlie E. Jones	1140 Greens Road Chattanooga, TN 37421 423-894-6330	Hamilton County Trustee 625 Georgia Ave., Rm. 210 Chattanooga, TN 37402 423-209-7277
Deanna Keeton	8519 Morin Rd. Chattanooga, TN 37421 423-432-1226	Stringfellow, Inc. 2021 E. 23rd St. Chattanooga, TN 37404 423-805-5074
Holly G. Kitchens	210 Brently Woods Dr. Chattanooga, TN 37421 423-892-4828	Capital Toyota, Inc. 5808 Lee Hwy Chattanooga, TN 37421 423-892-0661

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**

**APRIL 20, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Kimberly R. Knight	10965 Eustice Rd. Soddy Daisy, TN 37379 423-243-7063	Erwin Marine Sales 3001 King's Point Rd. Chattanooga, TN 37416 423-643-2869
W. F. Knowles	1516 N. Concord Rd. Chattanooga, TN 37421 423-899-6437	Hamilton County Govt. 625 Georgia Ave., Rm. 201 Chattanooga, TN 37402 423-209-6500
Susan Lemon	7324 Miss Madison Way Ooltewah, TN 37363 423-364-2588	Chattanooga Executive Center 651 E. 4th St., Ste. 100 Chattanooga, TN 37403 423-634-3200
R. S. Logan	6118 Wardwell Dr. Ooltewah, TN 37363 423-635-1341	Import Auto Body 2155 Chapman Rd. Chattanooga, TN 37421 423-899-1337
Mackenzie Manis	6959 Vicksburg Ln. Harrison, TN 37341 423-779-6009	First Tennessee Bank 701 Market St. Chattanooga, TN 37402 423-757-4629
Mindy Marr	519 County Road 139 Bryant, AL 35958 256-597-3232	Alexian Brothers, PACE 425 Cumberland St. Chattanooga, TN 37404 423-698-0802
John G. McDougal	9516 Dayton Pk., Apt. 1011 Soddy Daisy, TN 37379 423-902-0936	Self Employed 707 Georgia Ave., Ste. 402 Chattanooga, TN 37402 423-756-0536
Michael P. McGinnis	110 Freudenberg Ln. Red Bank, TN 37415 423-802-9590	RRT 5414 Dayton Blvd. Chattanooga, TN 37415 423-877-5900
Gail Miller	4322 Delashmitt Rd. Hixson, TN 37343 N/A	Cornerstone Automation 4300 N. Access Rd., Ste. A Chattanooga, TN 37415 423-870-3400
Bill Moore	3546 Valley Trail Chattanooga, TN 37415 931-797-3450	Gearhiser, Peters, Elliot, & Cannon 320 McCallie Ave. Chattanooga, TN 37402 423-756-5171

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS****APRIL 20, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Katherine A. O'Brien	202 Templeton Lane Hixson, TN 37343 423-843-5251	FSGBank 531 Broad St. Chattanooga, TN 37402 423-308-2023
Gloria J. Oliver Davis	1500 Wheeler Ave. Chattanooga, TN 37406 423-624-4504	Hamilton County Juvenile Court 1600 E. 3rd St. Chattanooga, TN 37404 423-209-5253
Jessica Oriasaeter	3628 Cline Rd. Chattanooga, TN 37412 423-637-4570	Gearhiser, Peters, Elliot, & Cannon 320 McCallie Ave. Chattanooga, TN 37402 423-756-5171
Audeline Phillips	2412 Hamill Rd. Hixson, TN 37343 423-875-0859	N/A N/A N/A N/A
Phillip Powell	1413 Highland Way Hixson, TN 37343 423-313-3960	Total Health Chiropractic 5843 Brainerd Rd. Chattanooga, TN 37411 423-892-9272
Helena Preston	P.O. Box 605 Ooltewah, TN 37363 423-899-1834	Christway Community Church 6201 Mtn. View Rd. Ooltewah, TN 37363 423-238-7677
Diane Qualls	3518 Connelly Ln. East Ridge, TN 37412 731-443-9648	City of East Ridge 1517 Tombras Ave. East Ridge, TN 37412 423-867-7711
Johnnie B. Queen	5445 Bungalow Circle Hixson, TN 37343 423-255-3482	Bickham Bookkeeping & Payroll 2120 Northgate Park Ln., Ste. 303 Chattanooga, TN 37343 423-875-4350
Daniella Quintana	6717 Harvest Run Dr. Harrison, TN 37341 423-883-6191	Law Offices of Russell S. Mainord 2120 Northgate Park Ln., Ste. 301 Chattanooga, TN 37415 423-521-8472
Tyrosheina Sanders	7708 Basswood Dr. Chattanooga, TN 37416 423-227-6942	Regions Bank 2128 Gunbarrel Rd. Chattanooga, TN 37421 423-634-4053

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS****APRIL 20, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Kristi Scott	805 Kay Cir. Chattanooga, TN 37421 N/A	Pinnacle Financial Partners 801 Broad St. Chattanooga, TN 37402 423-386-2318
Rita M. Shaw	10912 Plainview Dr. Soddy Daisy, TN 37379 423-580-7188	Miller & Martin, PLLC 832 Georgia Ave., Ste. 1200 Chattanooga, TN 37402 423-756-6600
Jaime Shelton	1421 Cloverdale Cir. Hixson, TN 37343 423-637-0527	SunTrust Bank 3513 Dayton Blvd. Red Bank, TN 37415 423-508-0504
Fay Layne Sims	521 Semi Cir. Chattanooga, TN 37415 423-875-9445	Best Motors 2001 Long St. Chattanooga, TN 37408 423-668-9980
Gloria D. Smith	791 Bluebird Cir. Chattanooga, TN 37412 423-802-1576	ABRA Auto Body & Glass 6009 International Dr. Chattanooga, TN 37421 423-510-0600
Ryan Smith	3535 Mountain Creek Rd., #105 Chattanooga, TN 37415 901-486-6277	The Law Office of Ryan C. Smith 712 Mississippi Ave., Ste. 306 Signal Mtn., TN 37377 423-707-6460
Max B. Steele, Jr.	4019 Oakland Ter. Chattanooga, TN 37415 423-488-8299	N/A N/A N/A N/A
Tiffany Stewart	1421 Cloverdale Cir. Hixson, TN 37343 423-508-7788	The UPS Store 5251-C Hwy 153 Hixson, TN 37343 423-877-5568
Karen L. Thomas	1116 Flintstone Rd. Flintstone, GA 30725 423-419-0171	Coca-Cola Bottling Co. UNITED, Inc. 2111 W. Shepherd Road Chattanooga, TN 37421 423-493-0426
Theresa Thompson	5989 Old Dayton Pike Chattanooga, TN 37415 423-991-7598	Clean Sweep Inc. 4100 Dayton Pike Chattanooga, TN 37415 423-877-9192

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
APRIL 20, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Nancy Turner	335 Mockingbird Ln. Ft. Ogelthorpe, GA 30742 423-488-1147	Capital Toyota, Inc. 5808 Lee Hwy Chattanooga, TN 37421 423-892-0661
Pamela Underdue	6220 Shallowford Rd., Apt. 115 Chattanooga, TN 37421 423-400-3208	Realty Center Title & Escrow, LLC 505 Riverfront Pkwy Chattanooga, TN 37402 423-643-9340
Brenda Walters	9548 Shadow Crossing Lane Chattanooga, TN 37421 423-499-0176	Weill & Long, PLLC 200 W. MLK Blvd., Ste. 1205 Chattanooga, TN 37402 423-756-5900
Joshua Weiss	710 Albert Rd. Signal Mtn., TN 37377 423-228-0316	The Law Office of Joshua Weiss 801 Broad St., Ste. 428 Chattanooga, TN 37402 423-265-8804
Herbert White, Jr.	3833 Rollingwood Dr. Chattanooga, TN 37406 423-622-6096	K-K&T Enterprise 3833 Rollingwood Dr. Chattanooga, TN 37406 423-622-5582
Linda H. Williams	3501 Wauchula St. Chattanooga, TN 37406 423-760-8118	Advantage Funeral 1724 McCallie Ave. Chattanooga, TN 37404 423-265-4414
Willard E. Williams	189 Reese Road LaFayette, GA 30728 423-582-2260	The Walter A. Wood Supply Co., Inc. 4509 Rossville Blvd. Chattanooga, TN 37407 423-867-1033
Patrick Yates	6350 Frankfurt Road Ooltewah, TN 37363 423-413-2200	Kindred Hospital Chattanooga 709 Walnut St. Chattanooga, TN 37402 423-266-7721
Jerome You	5000 Saint Elmo Ave. Chattanooga, TN 37409 423-503-3133	FSGBank 531 Broad St. Chattanooga, TN 37402 423-308-2014

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
NOTARY PUBLIC BONDS AND OATHS  
APRIL 20, 2016**

The following Notaries Public elect of Hamilton County appeared in the County Clerk's Office to receive their Commissions duly signed by the Governor of the State of Tennessee and countersigned by Honorable Tre Hargett, Secretary of State, bearing the date shown. They gave approved bonds of ten thousand dollars and qualified as by law required.

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Sandra N. Derring	February 23, 2015	March 17, 2016
Kim M. Hawes	February 24, 2016	March 17, 2016
Sherrie Williamson	February 9, 2016	March 17, 2016
Mitzi R. Bush	February 24, 2016	March 18, 2016
Paul W. Webb	January 13, 2016	March 18, 2016
Rosella Beckmann	March 8, 2016	March 18, 2016
Laura Kile	February 9, 2016	March 21, 2016
Lauren Mitchell	February 9, 2016	March 21, 2016
Nancy Faller	November 24, 2015	March 21, 2016
Cindy Steele	February 9, 2016	March 21, 2016
Nadia Charmelus	February 9, 2016	March 21, 2016
Andy Ducker	January 13, 2016	March 22, 2016
Mary Edna Murray	February 24, 2016	March 22, 2016
Secondra Dees Meadows	April 20, 2015	March 22, 2016
Betty Gayle Sluder	March 8, 2016	March 22, 2016
Kathryn L. Newton	February 9, 2016	March 22, 2016
Janet L. Gill	February 24, 2016	March 22, 2016
Paula L. Morgan	February 24, 2016	March 22, 2016
Waldo Alexis Morales	March 8, 2016	March 22, 2016
Brittany Faulkner	February 24, 2016	March 22, 2016
Saundra L. Fields	February 1, 2016	March 22, 2016
William D. Owens	March 8, 2016	March 22, 2016
Patricia L. Moore	March 8, 2016	March 22, 2016
Linda Hall	February 24, 2016	March 22, 2016
Cheryl L. Clagg	January 13, 2016	March 22, 2016
Leigh Althaus	March 8, 2016	March 23, 2016
Caryl Hogsett	March 8, 2016	March 23, 2016
Ginger H. Ridge	February 24, 2016	March 23, 2016
Richard Chapman	March 8, 2016	March 23, 2016
Pamela L. Coley	February 9, 2016	March 24, 2016
Tasha Kimbre Pitt	February 1, 2016	March 24, 2016
Susan Chastain	March 8, 2016	March 24, 2016
Margaret Frances House	February 24, 2016	March 24, 2016
Michelle Rosano	February 24, 2016	March 24, 2016
David Haines Rotroff	December 8, 2015	March 24, 2016
April Curtis	March 8, 2016	March 24, 2016
Rebecca L. Stevens	February 1, 2016	March 24, 2016
Sondra G. Fidelibus	March 8, 2016	March 24, 2016

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
NOTARY PUBLIC BONDS AND OATHS  
APRIL 20, 2016**

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Debbie Dameron	February 24, 2016	March 24, 2016
Katherine S. Gaither	March 8, 2016	March 28, 2016
Aubrey Lang	March 8, 2016	March 28, 2016
Holly Swaney	February 24, 2016	March 28, 2016
Charlotte Kimsey Mattingly	March 8, 2016	March 29, 2016
Gabriela Cader	March 8, 2016	March 29, 2016
Kelly J. Lee	March 8, 2016	March 29, 2016
Liza Heath	March 8, 2016	March 29, 2016
Lynn Pierce	March 8, 2016	March 29, 2016
Sarah Gilliland	February 1, 2016	March 30, 2016
Whitney West	March 8, 2016	March 30, 2016
Mitzi P. Samples	February 24, 2016	March 30, 2016
L. J. Campbell	March 8, 2016	March 30, 2016
Haley C. Myers	February 9, 2016	March 30, 2016
Melissa L. Chapman	February 1, 2016	April 1, 2016
Judy Ateka Jones	March 8, 2016	April 1, 2016
Heather Smith	January 13, 2016	April 1, 2016
Nisha Patel	February 1, 2016	April 1, 2016
Reba A. McEntyre	February 9, 2016	April 1, 2016
Josh R. Livingston	March 21, 2016	April 1, 2016
Waymon V. Brown	March 21, 2016	April 4, 2016
Deborah F. Kelley	March 8, 2016	April 4, 2016
Angela M. Yancey	March 21, 2016	April 4, 2016
Ben Groves	February 24, 2016	April 4, 2016
Janet C. Spencer	March 8, 2016	April 4, 2016
Darlene S. Baker	February 1, 2016	April 5, 2016
Will Underwood	February 1, 2016	April 5, 2016
Ben Palisano	March 21, 2016	April 5, 2016
Dana Serban	February 24, 2016	April 5, 2016
W. J. Chrisman, Jr.	March 8, 2016	April 5, 2016
Maureen Ragland	March 8, 2016	April 6, 2016
Pamela S. Hall	March 21, 2016	April 6, 2016
Ardelle Dickinson	March 8, 2016	April 6, 2016

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
OATHS OF DEPUTY SHERIFFS  
APRIL 20, 2016**

The individuals listed below have been duly appointed Deputy Sheriff for Hamilton County, Tennessee by Sheriff James W. Hammond, III. The persons were qualified as prescribed by law and were administered the oath of office on the date indicated below:

<u>NAME</u>	<u>DATE OF OATH</u>
Sam Abdallah Mekkaoui	March 17, 2016
Michael Stephen Glenn, Jr.	March 17, 2016
James Matthew Alan Lea	March 17, 2016
Nealie Hogg, Jr.	March 18, 2016
Martin Taylor Gaffin	March 18, 2016
John Steven Carter	April 1, 2016
Burlon E. Hayworth	April 4, 2016
Scott Milton Harbaugh	April 6, 2016

STATE OF TENNESSEE }  
Hamilton County } SS.

I, Sam Abdallah Mekkaoui, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
17<sup>th</sup> day of March, 2016.

H. J. Knowles

By Pat Jones

Sam Abdallah Mekkaoui  
Sam Abdallah Mekkaoui

STATE OF TENNESSEE }  
Hamilton County } ss.

I, Michael Stephen Glenn, Jr., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
17 day of March, 2016.

H. F. Knowles

By Pat Jones

  
Michael Stephen Glenn, Jr.

STATE OF TENNESSEE }  
Hamilton County } ss.

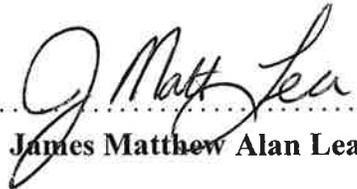
I, **James Matthew Alan Lea** . . . . ., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
17<sup>th</sup> day of March, 2016.

W F Knowlton

By Robert C. Dodd

  
James Matthew Alan Lea

STATE OF TENNESSEE }  
Hamilton County } ss.

I, Nealie Hogg, Jr., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
18<sup>th</sup> day of March, 2016.

H. J. Knowles

By Pat Jones

Nealie Hogg, Jr.  
Nealie Hogg, Jr.

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, Martin Taylor Gaffin, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
18 day of March, 2016.

W F Knowls  
By Robert E. Dobb

  
.....  
**Martin Taylor Gaffin**

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, John Steven Carter , do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
15<sup>th</sup> day of April, 2016.

W F Knewls

By Kobler E Dodd

  
.....  
**John Steven Carter**



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STATE OF TENNESSEE }  
Hamilton County } ss.

I, Burlon E. Hayworth, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this

4<sup>th</sup> day of April, 2016.

W. F. Knowels

By Heather J. [Signature]

[Signature]

**Burlon E. Hayworth**

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, **Scott Milton Harbaugh** ....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
6<sup>th</sup> day of April, 2016.

W F Knowlton  
By Kathleen E. Reed

Scott Milton Harbaugh  
**Scott Milton Harbaugh**

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
THE BOND OF DEPUTY SHERIFF  
APRIL 20, 2016**

The individual listed below has submitted to the County Clerk a bond as required by law.

<u>Name</u>	<u>Amount of Bond</u>	<u>Date of Oath</u>
David E. Robinson	\$100,000	March 18, 2016



SURETY'S BOND NO. 106482976

STATE OF TENNESSEE  
COUNTY OF Hamilton  
OFFICIAL STATUTORY BOND  
FOR  
COUNTY PUBLIC OFFICIALS  
OFFICE OF Deputy Sheriff

KNOW ALL MEN BY THESE PRESENTS:

That David E. Robinson of Soddy Daisy (City or Town),  
County of Hamilton Tennessee, as Principal, and Travelers Casualty and Surety Company of America  
as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of  
One Hundred Thousand Dollars (\$ 100,000.00) lawful money of the  
United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns,  
each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly    elected \*    appointed to the office of Deputy Sheriff of and  
for Hamilton County for the 1 year term beginning on the 4th day of April, 2 016 and ending on  
the 4th day of April, 2 017.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said David E. Robinson, Principal, shall:

1. Faithfully perform the duties of the office of Deputy Sheriff of Hamilton County during such person's term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 18th day of March, 2 016.

WITNESS - ATTEST:

PRINCIPAL:

David E. Robinson

COUNTERSIGNED BY:

SURETY:

Not Needed

by: Kerry Germanoski  
Kerry Germanoski, Attorney in Fact

Tennessee Resident Agent

(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, a Notary Public, of the State and County aforesaid, personally appeared David E. Robinson,  
to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as  
Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act  
and deed.

Witness my hand and seal this 30th day of March, 2 016.

My Commission Expires: April 8, 2 018.



Anita P. Ross  
Notary Public

(over)

ACKNOWLEDGEMENT OF SURETY

STATE OF North Carolina

COUNTY OF Wake

Before me, a Notary Public, of the State and County aforesaid, personally appeared Kerry Germanoski with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of Travelers Casualty and Surety Company of America, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond on behalf of the Surety, by signing the name of the corporation by himself/herself as such individual.

Witness my hand and seal this 18th day of March, 2016.

My Commission Expires:

September 5th, 2017.

Jennifer Underhill  
Notary Public Jennifer Underhill

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of all Courts)

Bond and Sureties approved by Jim M. Coppinger, County Executive/Mayor of Hamilton County, on this 31 day of March, 2016.

Signed:

Jim M. Coppinger  
County Executive/Mayor

CERTIFICATION:

I, \_\_\_\_\_, County Clerk of \_\_\_\_\_ County, hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, and entered upon the minutes thereof.

Signed:

\_\_\_\_\_  
County Clerk

SECTION II. (Applicable to all Clerks of all Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed:

Judge of the \_\_\_\_\_ Court of and for said County on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

SECTION III. (Applicable to all County Officials' Bonds)

FOR USE BY REGISTER OF DEEDS

SECTION IV. (Applicable to all County Officials Bonds)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_

Signed:

\_\_\_\_\_  
County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee  
Form Approved by the Attorney General, State of Tennessee

Bond # 106482976

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229841

Certificate No. 006481199

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Kerry Germanoski, Frankie Hill, Myesha Carmon, Chad Layne, Jennifer Horne, and Duvall McCaskill

of the City of Raleigh, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of August, 2015

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 25th day of August, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
RIDERS FOR THE BONDS OF HAMILTON COUNTY 911 EMERGENCY  
COMMUNICATIONS DISTRICT  
APRIL 20, 2016**

The individuals below have submitted to the County Clerk a rider as required by law. These riders change the District listed on the bonds from East Ridge to Chattanooga.

<u>NAME</u>	<u>DATE OF RIDER</u>
Richard L. Brown	December 28, 2015
Edward M. Phillips	December 28, 2015
Donald Allen, Sr.	December 28, 2015
Daisy W. Madison	December 28, 2015
Jeffrie J. Donnick	December 28, 2015

MB \_\_\_\_\_  
PAGE \_\_\_\_\_

L FEES \$37.00  
Tennessee Hamilton County Registrar in District PAM HURST



SURETY'S BOND NO. 8747828  
Brown: Brown  
101 Main St #309  
Chatt TN 37402

**STATE OF TENNESSEE**  
**EMERGENCY COMMUNICATIONS DISTRICT**  
**OFFICIAL STATUTORY BOND**

**FOR OFFICER, EMPLOYEE, OR ANY PERSON SPECIFIED BY T. C. A. § 7-86-119**  
**FOR EMERGENCY COMMUNICATIONS DISTRICT**



**KNOW ALL MEN BY THESE PRESENTS:**

That Richard L. Brown of Hamilton County 911 Emergency Communications District, of East Ridge, Tennessee, as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto **THE STATE OF TENNESSEE** in the full amount of Two Hundred ninety eight thousand seven hundred eighty six Dollars (\$ 298,786 ) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly authorized to receive, access, or make expenditures from public funds of and for Hamilton County 911 Emergency Communications District, in the office of, employment, or authorized activity as Vice Chairman - Board of Directors of and for the named Emergency Communications District for the 1 year term beginning on the 15th day of February, 2016 and ending on the 15th day of February, 2017, and in such office, employment, or authorized activity is required to give this bond by T. C. A. § 7-86-119.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:**

That if the said Richard L. Brown, Principal, shall:

1. Faithfully perform the duties of the office of, employment as, or other authorized activity as Vice Chairman - Board of Directors of Hamilton County 911 Emergency Communications District during such person's term of office, employment or authorized activity or continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or employment or authorized activity or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term or employment or authorized activity, or in case of resignation or removal from office or employment or authorized activity, shall turn over to the successor all records and property which have come into the Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 15th day of December, 2015

WITNESS - ATTEST:

[Signature]  
R. Rides

COUNTERSIGNED BY:

[Signature]  
Tennessee Resident Agent

PRINCIPAL:

[Signature]  
[Signature]

SURETY:

by:

Rhonda Talley

(Attach evidence of authority to execute bond)



**ACKNOWLEDGEMENT OF PRINCIPAL**

STATE OF TENNESSEE  
COUNTY OF Hamilton

Before me, a Notary Public, of the State and County aforesaid, personally appeared Richard Brown to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath, acknowledged that such individual executed the foregoing bond as such individual's free act and deed.

Witness my hand and seal this 23 day of February, 2016

My Commission Expires: 1-21, 2018

[Signature]  
Notary Public

(over)

Tom: Jay David 9-1-1

2

**ACKNOWLEDGEMENT OF SURETY**

STATE OF Tennessee  
COUNTY OF Davidson

Before me, a Notary Public, of the State and County aforesaid, personally appeared Rhonda Talley with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of Fidelity and Deposit Company of Maryland, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond, by signing the name of the corporation by himself/herself as such individual.



Witness my hand and seal this 15th day of December, 2015.

My Commission Expires: August 23, 2016.

Barbara T. Dreikertis  
Notary Public

My Commission Expires 8/23/2016

**APPROVAL AND CERTIFICATION**

SECTION I. (Applicable to all persons referenced by T. C. A. § 7-86-119)

Bond and Sureties approved by Don Allen Chairman of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, on this 14<sup>th</sup> day of January, 2016.

Signed: Don Allen  
Chairman of the Board of Directors

**CERTIFICATION:**

I, Eddie Phillips Secretary of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, hereby certify that the foregoing bond was approved by the Board of Directors of said Emergency Communications District on the 14 day of January, 2016, and entered upon the minutes thereof.

Signed: Eddie Phillips  
Secretary of the Board of Directors

SECTION II: (Applicable to all Official Bonds) (Record in County where office of the Emergency Communications District is located.)

**FOR USE BY REGISTER OF DEEDS**

SECTION III.

**ENDORSEMENT:**

Filed with the Office of the County Clerk, County of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_  
County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee  
Form Approved by the Attorney General, State of Tennessee

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Rhonda TALLEY, April PARRIGIN, Kelley BENNETT, John F. KILLEBREW and Gary SANDERS, all of Chattanooga, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 23rd day of April, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

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

*Assistant Secretary  
Gregory E. Murray*

*Thomas O. McClellan*

*Vice President  
Thomas O. McClellan*

State of Maryland  
City of Baltimore

On this 23rd day of April, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

\_\_\_\_\_  
Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015



RIDER

To be attached to Bond No. 8747828 issued by Fidelity and Deposit Company of Maryland (As Surety) in the amount of Two hundred ninety eight thousand seven hundred and eighty six dollars(\$298,786.00) on behalf of Richard L. Brown of Hamilton County 911 in favor of the State of Tennessee. In consideration of the premium charged for the attached bond, it is mutually understood and agreed by the Principal and the Surety that:

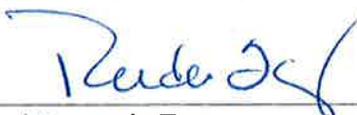
The Emergency Communications District should be amended to read: Chattanooga, TN

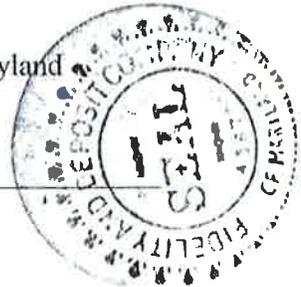
All other items, limitations and conditions of said bond except as herein expressly modified shall remain unchanged.

Signed, sealed and dated this the 28th day of December 2015.

Fidelity and Deposit Company of Maryland

BY:

  
Attorney in Fact



ACCEPTED:

  
Richard L. Brown

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Rhonda TALLEY, April PARRIGIN, Kelley BENNETT, John F. KILLEBREW and Gary SANDERS, all of Chattanooga, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 23rd day of April, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

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

*Assistant Secretary  
Gregory E. Murray*

*Thomas O. McClellan*

*Vice President  
Thomas O. McClellan*

State of Maryland  
City of Baltimore

On this 23rd day of April, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

\_\_\_\_\_  
Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015





SURETY'S BOND NO. 8747844  
Hamilton County 911

**STATE OF TENNESSEE  
EMERGENCY COMMUNICATIONS DISTRICT  
OFFICIAL STATUTORY BOND**

**FOR OFFICER, EMPLOYEE, OR ANY PERSON SPECIFIED BY T. C. A. § 7-86-119  
FOR EMERGENCY COMMUNICATIONS DISTRICT**

TOTAL FEES \$37.00  
State of Tennessee Hamilton County Register of Deeds

Tom: Jay Donick 9-1-1

Brown; Brown  
701 Market St #500  
Chatt TN 37402



**KNOW ALL MEN BY THESE PRESENTS:**

That Edward M Phillips of Hamilton County 911 Emergency Communications District, of East Ridge, Tennessee, as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto **THE STATE OF TENNESSEE** in the full amount of Two Hundred ninety eight thousand seven hundred eighty six Dollars (\$ 298,786 ) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly authorized to receive, access, or make expenditures from public funds of and for Hamilton County 911 Emergency Communications District, in the office of, employment, or authorized activity as Secretary - Board of Directors of and for the named Emergency Communications District for the 1 year term beginning on the 11th day of January, 2016 and ending on the 11th day of January, 2017, and in such office, employment, or authorized activity is required to give this bond by T. C. A. § 7-86-119.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:**

- That if the said Edward M Phillips, Principal, shall:
1. Faithfully perform the duties of the office of, employment as, or other authorized activity as Secretary - Board of Directors of Hamilton County 911 Emergency Communications District during such person's term of office, employment or authorized activity or continuance therein; and,
  2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or employment or authorized activity or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term or employment or authorized activity, or in case of resignation or removal from office or employment or authorized activity, shall turn over to the successor all records and property which have come into the Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 14th day of December, 2015.

WITNESS - ATTEST:  
[Signature]

PRINCIPAL: [Signature]

COUNTERSIGNED BY:  
[Signature]  
Tennessee Resident Agent

SURETY:  
by: [Signature]  
Rhonda Talley  
(Attach evidence of authority to execute bond)



**ACKNOWLEDGEMENT OF PRINCIPAL**

STATE OF TENNESSEE  
COUNTY OF Hamilton

Before me, a Notary Public, of the State and County aforesaid, personally appeared Eddie Phillips to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath, acknowledged that such individual executed the foregoing bond as such individual's free act and deed.

Witness my hand and seal this 14 day of January, 2016.  
My Commission Expires: 6-6, 2017.

[Signature]  
Notary Public



ACKNOWLEDGEMENT OF SURETY

STATE OF Tennessee
COUNTY OF Davidson

Before me, a Notary Public, of the State and County aforesaid, personally appeared Rhonda Talley with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of Fidelity and Deposit Company of Maryland, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond, by signing the name of the corporation by himself/herself as such individual.

Witness my hand and seal this 14th day of December, 2015.

My Commission Expires: August 23, 2016



Signature of Barbara T. Drevelker, Notary Public

My Commission Expires AUG 23, 2016

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all persons referenced by T. C. A. § 7-86-119)

Bond and Sureties approved by Don Allen Chairman of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, on this 14th day of January, 2016.

Signed: Don Allen, Chairman of the Board of Directors

CERTIFICATION:

I, Eddie Phillips Secretary of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, hereby certify that the foregoing bond was approved by the Board of Directors of said Emergency Communications District on the 14th day of January, 2016, and entered upon the minutes thereof.

Signed: Eddie Phillips, Secretary of the Board of Directors

SECTION II: (Applicable to all Official Bonds) (Record in County where office of the Emergency Communications District is located.)

FOR USE BY REGISTER OF DEEDS

SECTION III.

ENDORSEMENT:

Filed with the Office of the County Clerk, County of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_ County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Rhonda TALLEY, April PARRIGIN, Kelley BENNETT, John F. KILLEBREW and Gary SANDERS, all of Chattanooga, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 23rd day of April, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

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

*Assistant Secretary  
Gregory E. Murray*

*Thomas O. McClellan*

*Vice President  
Thomas O. McClellan*

State of Maryland  
City of Baltimore

On this 23rd day of April, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015



RIDER

To be attached to Bond No. 8747844 issued by Fidelity and Deposit Company of Maryland (As Surety) in the amount of Two hundred ninety eight thousand seven hundred and eighty six dollars(\$298,786.00) on behalf of Edward M. Phillips of Hamilton County 911 in favor of the State of Tennessee. In consideration of the premium charged for the attached bond, it is mutually understood and agreed by the Principal and the Surety that:

The Emergency Communications District should be amended to read: Chattanooga, TN

All other items, limitations and conditions of said bond except as herein expressly modified shall remain unchanged.

Signed, sealed and dated this the 28th day of December 2015.

Fidelity and Deposit Company of Maryland

BY:

  
Attorney in Fact



ACCEPTED:

  
\_\_\_\_\_

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Rhonda TALLEY, April PARRIGIN, Kelley BENNETT, John F. KILLEBREW and Gary SANDERS, all of Chattanooga, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 23rd day of April, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

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

*Assistant Secretary  
Gregory E. Murray*

*Thomas O. McClellan*

*Vice President  
Thomas O. McClellan*

State of Maryland  
City of Baltimore

On this 23rd day of April, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

\_\_\_\_\_  
Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015



TOTAL FEES \$37.00  
State of Tennessee Hamilton County Register of Deeds **PAM HURST**



SURETY'S BOND NO. 4002767  
Hamilton County 911

**STATE OF TENNESSEE  
EMERGENCY COMMUNICATIONS DISTRICT  
OFFICIAL STATUTORY BOND**

*Brown & Brown  
701 Market St #500  
Chatt TN 37402*

*Tom: Jay Donnick 9-1-1*

**FOR OFFICER, EMPLOYEE, OR ANY PERSON SPECIFIED BY T. C. A. § 7-86-119  
FOR EMERGENCY COMMUNICATIONS DISTRICT**



**KNOW ALL MEN BY THESE PRESENTS:**

That Donald Allen, Sr of Hamilton County 911 Emergency Communications District, of East Ridge, Tennessee, as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto **THE STATE OF TENNESSEE** in the full amount of Two Hundred ninety eight thousand seven hundred eighty six Dollars (\$ 298,786 ) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly authorized to receive, access, or make expenditures from public funds of and for Hamilton County 911 Emergency Communications District, in the office of, employment, or authorized activity as Chairman of the Board of Directors of and for the named Emergency Communications District for the 1 year term beginning on the 15th day of February, 2016 and ending on the 15th day of February, 2017, and in such office, employment, or authorized activity is required to give this bond by T. C. A. § 7-86-119.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:**

- That if the said Donald Allen, Sr., Principal, shall:
1. Faithfully perform the duties of the office of, employment as, or other authorized activity as Chairman of the Board of Directors of Hamilton County 911 Emergency Communications District during such person's term of office, employment or authorized activity or continuance therein; and,
  2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or employment or authorized activity or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term or employment or authorized activity, or in case of resignation or removal from office or employment or authorized activity, shall turn over to the successor all records and property which have come into the Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 15th day of December, 2015.

WITNESS ATTEST  
*Baron Reynolds*

COUNTERSIGNED BY:  
*A W - P... III*  
Tennessee Resident Agent

PRINCIPAL: *Don Allen*  
SURETY:  
by: *Rhonda Talley*  
Rhonda Talley  
(Attach evidence of authority to execute bond)

**ACKNOWLEDGEMENT OF PRINCIPAL**

STATE OF TENNESSEE  
COUNTY OF Hamilton

Before me, a Notary Public, of the State and County aforesaid, personally appeared Don Allen to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath, acknowledged that such individual executed the foregoing bond as such individual's free act and deed.

Witness my hand and seal this 14th day of January, 2016.  
My Commission Expires: 10-6, 2017.

*Jeffrey J. Dail*  
Notary Public  
(over)

ACKNOWLEDGEMENT OF SURETY

STATE OF Tennessee
COUNTY OF Davidson

Before me, a Notary Public, of the State and County aforesaid, personally appeared Rhonda Talley with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of Fidelity and Deposit Company of Maryland, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond, by signing the name of the corporation by himself/herself as such individual.

Witness my hand and seal this 15th day of December, 2015.

My Commission Expires: August 23, 2016.



Signature of Barbara T. Dreibecker, Notary Public.

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all persons referenced by T. C. A. § 7-86-119)

Bond and Sureties approved by Don Allen, Chairman of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, on this 14th day of January, 2016.

Signed: Don Allen, Chairman of the Board of Directors

CERTIFICATION:

I, Eddie Phillips, Secretary of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, hereby certify that the foregoing bond was approved by the Board of Directors of said Emergency Communications District on the 14th day of January, 2016, and entered upon the minutes thereof.

Signed: Eddie Phillips, Secretary of the Board of Directors

SECTION II: (Applicable to all Official Bonds) (Record in County where office of the Emergency Communications District is located.)

FOR USE BY REGISTER OF DEEDS

SECTION III.

ENDORSEMENT:

Filed with the Office of the County Clerk, County of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed: \_\_\_\_\_ County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Rhonda TALLEY, April PARRIGIN, Kelley BENNETT, John F. KILLEBREW and Gary SANDERS, all of Chattanooga, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 23rd day of April, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

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

*Assistant Secretary  
Gregory E. Murray*

*Thomas O. McClellan*

*Vice President  
Thomas O. McClellan*

State of Maryland  
City of Baltimore

On this 23rd day of April, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

\_\_\_\_\_  
Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015



RIDER

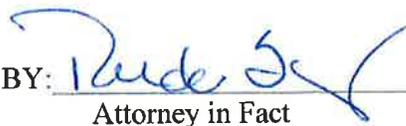
To be attached to Bond No. 4002767 issued by Fidelity and Deposit Company of Maryland (As Surety) in the amount of Two hundred ninety eight thousand seven hundred and eighty six dollars(\$298,786.00) on behalf of Donald Allen Sr. of Hamilton County 911 in favor of the State of Tennessee. In consideration of the premium charged for the attached bond, it is mutually understood and agreed by the Principal and the Surety that:

The Emergency Communications District should be amended to read: Chattanooga, TN

All other items, limitations and conditions of said bond except as herein expressly modified shall remain unchanged.

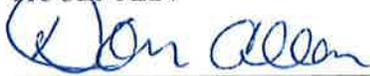
Signed, sealed and dated this the 28th day of December 2015.

Fidelity and Deposit Company of Maryland

BY:   
Attorney in Fact



ACCEPTED:

  
\_\_\_\_\_

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Rhonda TALLEY, April PARRIGIN, Kelley BENNETT, John F. KILLEBREW and Gary SANDERS, all of Chattanooga, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 23rd day of April, A.D. 2014.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

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

*Assistant Secretary  
Gregory E. Murray*

*Thomas O. McClellan*

*Vice President  
Thomas O. McClellan*

State of Maryland  
City of Baltimore

On this 23rd day of April, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

*Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015*



Tom: Jay Donnick 9-1-1

Brown! Brown  
401 Market St #500  
Chatt TN 37402

Book/Page **GI 10693 / 131**  
Instrument 2016031500110  
7 Page BOND  
Recorded by EDG on 3/15/2016 at 10:27 AM  
MISC RECORDING FEE 35.00  
DATA PROCESSING FEE 2.00



SURETY'S BOND NO. 4002769  
Hamilton County 911

**STATE OF TENNESSEE  
EMERGENCY COMMUNICATIONS DISTRICT  
OFFICIAL STATUTORY BOND  
FOR OFFICER, EMPLOYEE, OR ANY PERSON SPECIFIED BY T. C. A. § 7-86-119  
FOR EMERGENCY COMMUNICATIONS DISTRICT**

\$37.00

**KNOW ALL MEN BY THESE PRESENTS:**

TOTAL FEES  
State of Tennessee Hamilton County Register of Deeds **PAM HURST**

That Daisy W Madison of Hamilton County 911 Emergency Communications District, of East Ridge, Tennessee, as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto **THE STATE OF TENNESSEE** in the full amount of Two Hundred ninety eight thousand seven hundred eighty six Dollars (\$ 298,786 ) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly authorized to receive, access, or make expenditures from public funds of and for Hamilton County 911 Emergency Communications District, in the office of, employment, or authorized activity as Treasurer- Board of Directors of and for the named Emergency Communications District for the 1 year term beginning on the 15th day of February, 2016 and ending on the 15th day of February, 2017, and in such office, employment, or authorized activity is required to give this bond by T. C. A. § 7-86-119.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:**

- That if the said Daisy W Madison, Principal, shall:
1. Faithfully perform the duties of the office of, employment as, or other authorized activity as Treasurer - Board of Directors of Hamilton County 911 Emergency Communications District during such person's term of office, employment or authorized activity or continuance therein; and,
  2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or employment or authorized activity or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term or employment or authorized activity, or in case of resignation or removal from office or employment or authorized activity, shall turn over to the successor all records and property which have come into the Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 15th day of December, 2015

WITNESS - ATTEST:  
[Signature]

PRINCIPAL: [Signature]

COUNTERSIGNED BY:  
[Signature]  
Tennessee Resident Agent

SURETY:  
by: [Signature]  
Rhonda Talley  
(Attach evidence of authority to execute bond)

**ACKNOWLEDGEMENT OF PRINCIPAL**

STATE OF TENNESSEE  
COUNTY OF Hamilton  
Before me, a Notary Public, of the State and County aforesaid, personally appeared Daisy Madison to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath, acknowledged that such individual executed the foregoing bond as such individual's free act and deed.  
Witness my hand and seal this 14th day of January, 2016.  
My Commission Expires: 6-6, 2017.  
[Signature]  
Notary Public  
(over)



ACKNOWLEDGEMENT OF SURETY

STATE OF Tennessee
COUNTY OF Davidson

Before me, a Notary Public, of the State and County aforesaid, personally appeared Rhonda Talley with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of Fidelity and Deposit Company of Maryland, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond, by signing the name of the corporation by himself/herself as such individual.

Witness my hand and seal this 15th day of December, 2015.

My Commission Expires: August 23, 2016.



Barbara T. Orribles
Notary Public

APPROVAL AND CERTIFICATION

My Commission Expires AUG 23 2016

SECTION I. (Applicable to all persons referenced by T. C. A. § 7-86-119)

Bond and Sureties approved by Don Allen Chairman of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, on this 14th day of January, 2016.

Signed: Don Allen
Chairman of the Board of Directors

CERTIFICATION:

I, Eddie Phillips Secretary of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, hereby certify that the foregoing bond was approved by the Board of Directors of said Emergency Communications District on the 14th day of January, 2016 and entered upon the minutes thereof.

Signed: Eddie Phillips
Secretary of the Board of Directors

SECTION II: (Applicable to all Official Bonds) (Record in County where office of the Emergency Communications District is located.)

FOR USE BY REGISTER OF DEEDS

SECTION III.

ENDORSEMENT:

Filed with the Office of the County Clerk, County of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed:
County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Rhonda TALLEY, April PARRIGIN, Kelley BENNETT, John F. KILLEBREW and Gary SANDERS, all of Chattanooga, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 23rd day of April, A.D. 2014.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

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

*Assistant Secretary  
Gregory E. Murray*

*Thomas O. McClellan*

*Vice President  
Thomas O. McClellan*

State of Maryland  
City of Baltimore

On this 23rd day of April, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

*Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015*



RIDER

To be attached to Bond No.4002769 issued by Fidelity and Deposit Company of Maryland (As Surety) in the amount of Two hundred ninety eight thousand seven hundred and eighty six dollars(\$298,786.00) on behalf of Daisy W. Madison of Hamilton County 911 in favor of the State of Tennessee. In consideration of the premium charged for the attached bond, it is mutually understood and agreed by the Principal and the Surety that:

The Emergency Communications District should be amended to read: Chattanooga, TN

All other items, limitations and conditions of said bond except as herein expressly modified shall remain unchanged.

Signed, sealed and dated this the 28th day of December 2015.

Fidelity and Deposit Company of Maryland

BY:

*Reida Daley*  
Attorney in Fact



ACCEPTED:

*Don Allan*  
*Daisy W. Madison*

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Rhonda TALLEY, April PARRIGIN, Kelley BENNETT, John F. KILLEBREW and Gary SANDERS, all of Chattanooga, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 23rd day of April, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

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

*Assistant Secretary  
Gregory E. Murray*

*Thomas O. McClellan*

*Vice President  
Thomas O. McClellan*

State of Maryland  
City of Baltimore

On this 23rd day of April, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

\_\_\_\_\_  
Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015



Brown & Brown 701 Market St #500  
Chattanooga TN 37402

SURETY'S BOND NO. 4003045  
Hamilton County 911



STATE OF TENNESSEE  
EMERGENCY COMMUNICATIONS DISTRICT  
OFFICIAL STATUTORY BOND  
FOR OFFICER, EMPLOYEE, OR ANY PERSON SPECIFIED BY T. C. A. § 7-86-119  
FOR EMERGENCY COMMUNICATIONS DISTRICT

Book/Page: **GI 10693 / 103**  
Instrument: 2016031500106  
7 Page BOND  
Recorded by EDG on 3/15/2016 at 10:27 AM  
MISC RECORDING FEE 35.00  
DATA PROCESSING FEE 2.00

TOTAL FEES \$37.00  
State of Tennessee Hamilton County Register of Deeds  
**PAM HURST**

Tom: Jay Donnick 9-1-1

KNOW ALL MEN BY THESE PRESENTS:



That Jeffrie J. Donnick of Hamilton County 911 Emergency Communications District, of East Ridge, Tennessee, as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto **THE STATE OF TENNESSEE** in the full amount of Two Hundred ninety eight thousand seven hundred eighty six Dollars (\$ 298,786 ) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly authorized to receive, access, or make expenditures from public funds of and for Hamilton County 911 Emergency Communications District, in the office of, employment, or authorized activity as Director of Administration of and for the named Emergency Communications District for the 1 year term beginning on the 15th day of February, 2016 and ending on the 15th day of February, 2017, and in such office, employment, or authorized activity is required to give this bond by T. C. A. § 7-86-119.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

- That if the said Jeffrie J. Donnick, Principal, shall:
1. Faithfully perform the duties of the office of, employment as, or other authorized activity as Director of Administration of Hamilton County 911 Emergency Communications District during such person's term of office, employment or authorized activity or continuance therein; and,
  2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or employment or authorized activity or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term or employment or authorized activity, or in case of resignation or removal from office or employment or authorized activity, shall turn over to the successor all records and property which have come into the Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 15th day of December, 2015.

WITNESS - ATTEST:  
Jason Reynolds

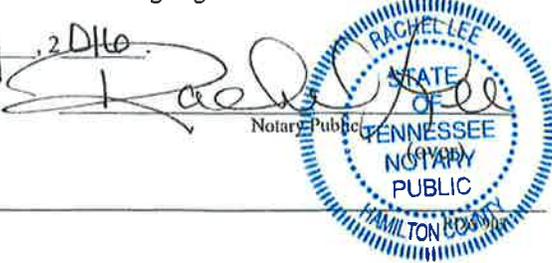
PRINCIPAL: Jeffrie J. Donnick

COUNTERSIGNED BY:  
A. W. [Signature]  
Tennessee Resident Agent

SURETY:  
by: Rhonda Talley  
Rhonda Talley  
(Attach evidence of authority to execute bonds)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE  
COUNTY OF Hamilton  
Before me, a Notary Public, of the State and County aforesaid, personally appeared Jeffrie Donnick to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath, acknowledged that such individual executed the foregoing bond as such individual's free act and deed.  
Witness my hand and seal this 19th day of February, 2016.  
My Commission Expires: 10-4, 2017.



**ACKNOWLEDGEMENT OF SURETY**

STATE OF Tennessee  
COUNTY OF Davidson

Before me, a Notary Public, of the State and County aforesaid, personally appeared Rhonda Talley with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of Fidelity and Deposit Company of Maryland, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond, by signing the name of the corporation by himself/herself as such individual.

Witness my hand and seal this 15th day of December, 2015.

My Commission Expires: August 27, 2016.



Barbara T. Drubbs  
Notary Public

**APPROVAL AND CERTIFICATION**

**SECTION I. (Applicable to all persons referenced by T. C. A. § 7-86-119)**

Bond and Sureties approved by Don Allen Chairman of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, on this 14th day of January, 2016.

Signed: Don Allen  
Chairman of the Board of Directors

**CERTIFICATION:**

I, Eddie Phillips Secretary of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, hereby certify that the foregoing bond was approved by the Board of Directors of said Emergency Communications District on the 14 day of January, 2016, and entered upon the minutes thereof.

Signed: Eddie Phillips  
Secretary of the Board of Directors

**SECTION II: (Applicable to all Official Bonds) (Record in County where office of the Emergency Communications District is located.)**

**FOR USE BY REGISTER OF DEEDS**

**SECTION III.**

**ENDORSEMENT:**

Filed with the Office of the County Clerk, County of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_  
County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee  
Form Approved by the Attorney General, State of Tennessee

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Rhonda TALLEY, April PARRIGIN, Kelley BENNETT, John F. KILLEBREW and Gary SANDERS, all of Chattanooga, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 23rd day of April, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

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

*Assistant Secretary  
Gregory E. Murray*

*Thomas O. McClellan*

*Vice President  
Thomas O. McClellan*

State of Maryland  
City of Baltimore

On this 23rd day of April, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*



Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015

RIDER

To be attached to Bond No.4003045 issued by Fidelity and Deposit Company of Maryland (As Surety) in the amount of Two hundred ninety eight thousand seven hundred and eighty six dollars(\$298,786.00) on behalf of Jeffrie J. Donnick of Hamilton County 911 in favor of the State of Tennessee. In consideration of the premium charged for the attached bond, it is mutually understood and agreed by the Principal and the Surety that:

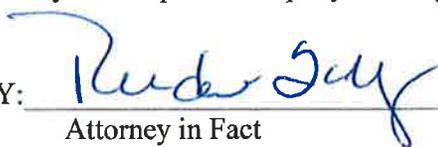
The Emergency Communications District should be amended to read: Chattanooga, TN

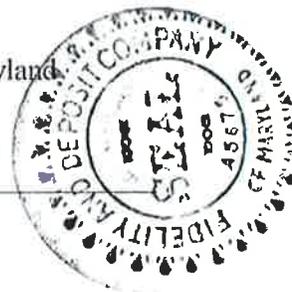
All other items, limitations and conditions of said bond except as herein expressly modified shall remain unchanged.

Signed, sealed and dated this the 28th day of December 2015.

Fidelity and Deposit Company of Maryland

BY:

  
Attorney in Fact



ACCEPTED:

  
\_\_\_\_\_

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28<sup>th</sup> day of December, 2015.



*Geoffrey Delisio*

Geoffrey Delisio, Vice President



# Hamilton County Board of Commissioners RESOLUTION

No. 416-20

**A RESOLUTION TO REAPPOINT ONE MEMBER TO THE HAMILTON COUNTY  
HEALTH AND SAFETY HEARING BOARD BEGINNING APRIL 20, 2016 AND  
ENDING APRIL 20, 2020.**

WHEREAS, the Hamilton County Board of Commissioners adopted Resolution Number 599-14 establishing the Hamilton County Health and Safety Hearing Board; and

WHEREAS, the term of the appointee representing the Commissioner of District Eight expired on April 18, 2016.

**NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY  
IN SESSION ASSEMBLED:**

That Gordon Anderson is hereby reappointed to the Hamilton County Health and Safety Hearing Board for a four (4) year term beginning April 20, 2016 and ending April 20, 2020.

**BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM  
AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
April 20, 2016

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 416-21

**A RESOLUTION TO REAPPOINT THREE (3) MEMBERS TO THE HAMILTON COUNTY BOARD OF EQUALIZATION FOR TWO (2) YEAR TERM BEGINNING JUNE 1, 2016 AND ENDING MAY 31, 2018.**

**WHEREAS,** as provided by Tennessee Code Annotated 67-1-401, the Hamilton County Board of Commissioners is charged with the responsibility of electing members to a five person body to constitute a County Board of Equalization; and

**WHEREAS,** T.C.A. 67-1-401 (2) provides for the appointment of two (2) of these members by the City of Chattanooga, and

**WHEREAS,** T.C.A. 67-1-401 (3) provides for the appointment of one (1) of these members by the City of Red Bank and one (1) member by the City of East Ridge, thereby requiring the appointment of three (3) members of this body, and

**WHEREAS,** said Board members shall be elected by the Hamilton County Board of Commissioners in each even year to serve for a term of two (2) years; and

**NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:**

That the Hamilton County Board of Commissioners has reappointed Leroy Grant, Jesse Kukier and Tom Tomisek to the Hamilton County Board of Equalization to serve for a term of two (2) years beginning June 1, 2016 and ending May 31, 2018.

**BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
April 20, 2016

\_\_\_\_\_  
Date



## Hamilton County Board of Commissioners

# RESOLUTION

No. 416-22

A RESOLUTION MAKING AN APPROPRIATION TO AEGIS LAW ENFORCEMENT OF GREATER CHATTANOOGA, INC., IN THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT THREE.

WHEREAS, Section 5-9-109 of the Tennessee Code Annotated authorized the County Legislative Body to make appropriations to nonprofit charitable and civic organizations; and

WHEREAS, the Hamilton County Legislative Body recognizes the various nonprofit charitable and civic organizations located in Hamilton County have great need of funds to carry on their nonprofit work; and

WHEREAS, Commissioner Marty Haynes has expressed a desire to allocate Three Thousand Dollars (\$3,000.00) from General Fund discretionary monies to AEGIS Law Enforcement of Greater Chattanooga, Inc., to assist with the purchase of a firearm simulator; and

WHEREAS, the County Legislative Body deems said funding to be in the best interest of the citizens of Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That Three Thousand Dollars (\$3,000.00) from General Fund discretionary monies be appropriated to AEGIS Law Enforcement of Greater Chattanooga, Inc., to assist with the purchase of a firearm simulator.

BE IT FURTHER RESOLVED that this appropriation be made subject to the following conditions:

1. That the nonprofit charitable and civic organization to which funds are appropriated shall file with the County Clerk and the Administrator of Finance a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds. Such annual report shall be prepared and certified by the chief financial officer of such nonprofit organization in accordance with Section 5-9-109(c), T.C.A.

2. That said funds must only be used by the named nonprofit charitable and civic organization in furtherance of their nonprofit purpose benefiting the general welfare of the residents of the County.
  
3. That it is the expressed interest of the County Commission of Hamilton County in providing these funds to the above named organization to be fully in compliance with Section 5-9-109 of the Tennessee Code Annotated and any and all other laws which may apply to County appropriations to nonprofit charitable and civic organizations and so this is made subject to compliance with any and all of these laws and regulations.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

April 20, 2016

\_\_\_\_\_

Date



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

SEP 28 2015

Date:

AEGIS LAW ENFORCEMENT OF GREATER  
CHATTANOOGA INC  
735 BROAD ST STE 309  
CHATTANOOGA, TN 37402-2908

Employer Identification Number:  
47-3863718  
DLN:  
17053140327045  
Contact Person: S J YINGLING ID# 31698  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
July 11, 2014  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

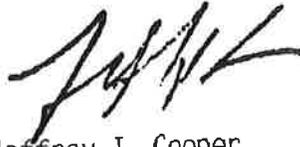
If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

AEGIS LAW ENFORCEMENT OF GREATER

Sincerely,

A handwritten signature in black ink, appearing to read "J. Cooper".

Jeffrey I. Cooper  
Director, Exempt Organizations  
Rulings and Agreements



## Hamilton County Board of Commissioners

# RESOLUTION

No. 416-23

A RESOLUTION MAKING AN APPROPRIATION TO PARTNERSHIP FOR FAMILIES, CHILDREN AND ADULTS, INC., IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT ONE.

WHEREAS, Section 5-9-109 of the Tennessee Code Annotated authorized the County Legislative Body to make appropriations to nonprofit charitable and civic organizations; and

WHEREAS, the Hamilton County Legislative Body recognizes the various nonprofit charitable and civic organizations located in Hamilton County have great need of funds to carry on their nonprofit work; and

WHEREAS, Commissioner Randy Fairbanks has expressed a desire to allocate One Thousand Dollars (\$1,000.00) from General Fund discretionary monies to Partnership for Families, Children and Adults, Inc., to support the Rape Crisis Center; and

WHEREAS, the County Legislative Body deems said funding to be in the best interest of the citizens of Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That One Thousand Dollars (\$1,000.00) from General Fund discretionary monies be appropriated to Partnership for Families, Children and Adults, Inc., to support the Rape Crisis Center.

BE IT FURTHER RESOLVED that this appropriation be made subject to the following conditions:

1. That the nonprofit charitable and civic organization to which funds are appropriated shall file with the County Clerk and the Administrator of Finance a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds. Such annual report shall be prepared and certified by the chief financial officer of such nonprofit organization in accordance with Section 5-9-109(c), T.C.A.

2. That said funds must only be used by the named nonprofit charitable and civic organization in furtherance of their nonprofit purpose benefiting the general welfare of the residents of the County.
  
3. That it is the expressed interest of the County Commission of Hamilton County in providing these funds to the above named organization to be fully in compliance with Section 5-9-109 of the Tennessee Code Annotated and any and all other laws which may apply to County appropriations to nonprofit charitable and civic organizations and so this is made subject to compliance with any and all of these laws and regulations.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

April 20, 2016

\_\_\_\_\_

Date

EXTENDED TO FEBRUARY 16, 2016

Form **990**

**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

**2014**

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.  
Information about Form 990 and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

**A** For the 2014 calendar year, or tax year beginning **JUL 1, 2014** and ending **JUN 30, 2015**

<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <b>PARTNERSHIP FOR FAMILIES, CHILDREN AND ADULTS, INC.</b>	<b>D</b> Employer identification number <b>**-***6050</b>
	Doing business as	<b>E</b> Telephone number <b>423-755-2822</b>
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite <b>1800 MCCALLIE AVENUE</b>	<b>G</b> Gross receipts \$ <b>6,279,241.</b>
	City or town, state or province, country, and ZIP or foreign postal code <b>CHATTANOOGA, TN 37404</b>	<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)
<b>F</b> Name and address of principal officer: <b>PAM LADD</b> <b>SAME AS C ABOVE</b>		<b>H(c)</b> Group exemption number ▶
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		
<b>J</b> Website: ▶ <b>WWW.PARTNERSHIPFCA.COM</b>		
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		<b>L</b> Year of formation: <b>1987</b> <b>M</b> State of legal domicile: <b>TN</b>

**Part I Summary**

<b>Activities &amp; Governance</b>	<b>1</b> Briefly describe the organization's mission or most significant activities: <b>PARTNERSHIP IS A COMMUNITY IMPACT ORGANIZATION WHOSE MISSION IS TO STRENGTHEN FAMILIES AND</b>	
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.	
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a)	<b>30</b>
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	<b>30</b>
	<b>5</b> Total number of individuals employed in calendar year 2014 (Part V, line 2a)	<b>129</b>
	<b>6</b> Total number of volunteers (estimate if necessary)	<b>266</b>
	<b>7 a</b> Total unrelated business revenue from Part VIII, column (C), line 12	<b>0.</b>
<b>b</b> Net unrelated business taxable income from Form 990-T, line 34	<b>0.</b>	
<b>Revenue</b>	<b>8</b> Contributions and grants (Part VIII, line 1h)	<b>Prior Year</b> 1,732,061. <b>Current Year</b> 4,115,516.
	<b>9</b> Program service revenue (Part VIII, line 2g)	404,091. 1,247,611.
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0. 195,196.
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	109,718. 44,108.
	<b>12</b> Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	2,245,870. 5,602,431.
<b>Expenses</b>	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3)	30,910. 65,693.
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)	0. 0.
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	1,778,700. 3,438,482.
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)	0. 0.
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>175,030.</b>	
	<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	1,182,019. 2,144,185.
	<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	2,991,629. 5,648,360.
<b>19</b> Revenue less expenses. Subtract line 18 from line 12	-745,759. -45,929.	
<b>Net Assets or Fund Balances</b>	<b>20</b> Total assets (Part X, line 16)	<b>Beginning of Current Year</b> 7,800,793. <b>End of Year</b> 7,509,730.
	<b>21</b> Total liabilities (Part X, line 26)	465,513. 355,818.
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	7,335,280. 7,153,912.

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer	Date			
	<b>PAM LADD, COO</b> Type or print name and title				
<b>Paid Preparer Use Only</b>	Print/Type preparer's name <b>STEPHEN L. KEOWN</b>	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN <b>P00296420</b>
	Firm's name ▶ <b>JOHNSON, HICKEY &amp; MURCHISON, P.C.</b>	Firm's EIN ▶ <b>** - *** 6406</b>		Phone no. (423) 756-0052	
Firm's address ▶ <b>651 E. 4TH ST., STE 200</b>		<b>CHATTANOOGA, TN 37403</b>			

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

**SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION**

OGDEN UT 84201-0038

In reply refer to: 0438156109  
Feb. 17, 2015 LTR 4168C 0  
62-1326050 000000 00  
00030650  
BODC: TE

PARTNERSHIP FOR FAMILIES CHILDREN  
AND ADULTS INC  
1800 MCCALLIE AVE  
CHATTANOOGA TN 37404-3025



063432

Employer Identification Number: 62-1326050  
Person to Contact: TE & GE  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 05, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in March 1998.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0438156109  
Feb. 17, 2015 LTR 4168C 0  
62-1326050 000000 00  
00030651

PARTNERSHIP FOR FAMILIES CHILDREN  
AND ADULTS INC  
1800 MCCALLIE AVE  
CHATTANOOGA TN 37404-3025

If you have any questions, please call us at the telephone number  
shown in the heading of this letter.

Sincerely yours,



Ginni L. Redfern  
Program Manager, AM OPS 1



## Hamilton County Board of Commissioners

# RESOLUTION

No. 416-24

A RESOLUTION MAKING AN APPROPRIATION TO GIRLS INCORPORATED OF CHATTANOOGA IN THE AMOUNT OF FIVE HUNDRED DOLLARS (\$500.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FOUR.

WHEREAS, Section 5-9-109 of the Tennessee Code Annotated authorized the County Legislative Body to make appropriations to nonprofit charitable and civic organizations; and

WHEREAS, the Hamilton County Legislative Body recognizes the various nonprofit charitable and civic organizations located in Hamilton County have great need of funds to carry on their nonprofit work; and

WHEREAS, Commissioner Warren Mackey has expressed a desire to allocate Five Hundred Dollars (\$500.00) from General Fund discretionary monies to Girls Incorporated of Chattanooga to assist with the UnBought and UnBossed program; and

WHEREAS, the County Legislative Body deems said funding to be in the best interest of the citizens of Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That Five Hundred Dollars (\$500.00) from General Fund discretionary monies be appropriated to Girls Incorporated of Chattanooga to assist with the UnBought and UnBossed program.

BE IT FURTHER RESOLVED that this appropriation be made subject to the following conditions:

1. That the nonprofit charitable and civic organization to which funds are appropriated shall file with the County Clerk and the Administrator of Finance a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds. Such annual report shall be prepared and certified by the chief financial officer of such nonprofit organization in accordance with Section 5-9-109(c), T.C.A.

2. That said funds must only be used by the named nonprofit charitable and civic organization in furtherance of their nonprofit purpose benefiting the general welfare of the residents of the County.
  
3. That it is the expressed interest of the County Commission of Hamilton County in providing these funds to the above named organization to be fully in compliance with Section 5-9-109 of the Tennessee Code Annotated and any and all other laws which may apply to County appropriations to nonprofit charitable and civic organizations and so this is made subject to compliance with any and all of these laws and regulations.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

April 20, 2016

\_\_\_\_\_

Date

Form **990**

# Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

# 2013

Department of the Treasury  
Internal Revenue Service

Do not enter Social Security numbers on this form as it may be made public.

Information about Form 990 and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

Open to Public Inspection

A For the 2013 calendar year, or tax year beginning **AUG 1, 2013** and ending **JUL 31, 2014**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization <b>GIRLS INCORPORATED OF CHATTANOOGA</b>		D Employer identification number <b>62-0647145</b>
	Doing Business As		E Telephone number <b>(423) 624-4757</b>
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	G Gross receipts \$ <b>935,818.</b>
	<b>709 SOUTH GREENWOOD AVENUE</b>		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	City or town, state or province, country, and ZIP or foreign postal code <b>CHATTANOOGA, TN 37404</b>		H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No
F Name and address of principal officer: <b>BEA LURIE</b> <b>SAME AS C ABOVE</b>		H(c) Group exemption number ▶	
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
J Website: ▶ <b>WWW.GIRLSINCOFCHATT.ORG</b>			
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		L Year of formation: <b>1961</b> M State of legal domicile: <b>TN</b>	

## Part I Summary

Activities & Governance	1	Briefly describe the organization's mission or most significant activities <b>TO INSPIRE AND EQUIP ALL GIRLS TO BE STRONG, SMART, AND BOLD -- HEALTHY, EDUCATED, AND INDEPENDENT</b>		
	2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets		
	3	Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	<b>15</b>
	4	Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	<b>15</b>
	5	Total number of individuals employed in calendar year 2013 (Part V, line 2a)	<b>5</b>	<b>44</b>
	6	Total number of volunteers (estimate if necessary)	<b>6</b>	<b>125</b>
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	<b>0.</b>
7b	Net unrelated business taxable income from Form 990-T, line 34	<b>7b</b>	<b>0.</b>	
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year <b>198,398.</b>	Current Year <b>801,311.</b>
	9	Program service revenue (Part VIII, line 2g)	<b>21,905.</b>	<b>33,834.</b>
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<b>2,265.</b>	<b>24,687.</b>
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<b>-494.</b>	<b>43,566.</b>
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>222,074.</b>	<b>903,398.</b>
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	<b>0.</b>	<b>0.</b>
	14	Benefits paid to or for members (Part IX, column (A), line 4)	<b>0.</b>	<b>0.</b>
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	<b>161,997.</b>	<b>660,023.</b>
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	<b>0.</b>	<b>0.</b>
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>136,725.</b>		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	<b>91,367.</b>	<b>255,432.</b>
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	<b>253,364.</b>	<b>915,455.</b>
19	Revenue less expenses. Subtract line 18 from line 12	<b>-31,290.</b>	<b>-12,057.</b>	
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	Beginning of Current Year <b>585,028.</b>	End of Year <b>588,314.</b>
	21	Total liabilities (Part X, line 26)	<b>252,633.</b>	<b>59,772.</b>
	22	Net assets or fund balances. Subtract line 21 from line 20	<b>332,395.</b>	<b>528,542.</b>

## Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date	<b>12/14/14</b>
	<b>BEA LURIE, PRESIDENT / CEO</b>	Type or print name and title	
Preparer	Print/Type preparer's name	Preparer's signature	Date
	<b>PAUL JOHNSON III, CPA</b>	<i>Paul Johnson III, CPA</i>	<b>12/15/14</b>
Use Only	Firm's name ▶ <b>JOHNSON, MURPHEY &amp; WRIGHT, P.C.</b>	Firm's EIN ▶ <b>62-1093134</b>	Check if self-employed <input type="checkbox"/> PTIN <b>P00932002</b>
	Firm's address ▶ <b>301 NORTH MARKET STREET CHATTANOOGA, TN 37405</b>	Phone no. <b>(423) 756-1170</b>	

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

GIRLS INCORPORATED OF CHATTANOOGA  
709 S GREENWOOD AVE  
CHATTANOOGA TN 37404-3415090

15328

Employer Identification Number: 62-0647145  
Person to Contact: Ms. K. Hillson  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of June 25, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in February 1962, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Requests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

*Michelle M. Sullivan*

Michelle M. Sullivan, Oper. Mgr.  
Accounts Management Operations I



# Hamilton County Board of Commissioners

## RESOLUTION

No. 416-25

A RESOLUTION TO ACCEPT THE PROPOSAL OF FIRST TENNESSEE BANK TO PROVIDE BANKING SERVICES AND LOCK BOX PAYMENT PROCESSING SERVICES FOR THE COUNTY TRUSTEE FOR A PERIOD OF FOUR (4) YEARS BEGINNING JUNE 8, 2016, WITH THE OPTION TO RENEW FOR FOUR (4) ADDITIONAL ONE (1) YEAR TERMS, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, proposals were received in response to public advertisement to provide banking services and lock box payment processing services for a four (4) year term, with the option to renew for four (4) additional one (1) year terms; and,

WHEREAS, the proposal from First Tennessee Bank was considered to be the best overall proposal received; and,

WHEREAS, the banking services and lock box processing option from First Tennessee Bank is in the best interest of Hamilton County and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the proposal from First Tennessee Bank to provide banking services and lock box payment processing services to the Hamilton County Trustee for a period of four (4) years, with the option to renew for four (4) additional one (1) year terms, is hereby accepted, said proposal being the best overall proposal received, and authorizing the County Mayor to sign any contract necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
April 20, 2016

\_\_\_\_\_  
Date

**HAMILTON COUNTY TRUSTEE**  
**FINAL ANALYSIS OF PROPOSAL FOR BANKING SERVICES**  
**April 2016**

	<u>First TN Bank</u>	<u>Regions</u>	<u>SunTrust</u>
<b><u>Exhibit A: Bank Pricing Spreadsheet</u></b>			
Charges for Banking Services	\$ 66,821	\$ 90,217	\$ 111,945
Total Charges for Banking Services	<u>\$ 66,821</u>	<u>\$ 90,217</u>	<u>\$ 111,945</u>
One time setup charge fees			
Free Services - first three months		\$ -	\$ 30,000

**Exhibit A-1: Additional Information**

Interest rate structure (based upon top range of Federal Funds Rate)	FFR less 25 bps		FFR of 10 bps > \$44,778,000
Earned Credit Rate		80% of high end of FFR	ECR of 25 bps <\$44,778,000
Interest rate minimum	0.20%	0.40%	0.10%
Reserve requirement	0.00%	0.00%	0.00%

**(Assuming average cash in bank of \$20,000,000; Effective Federal Funds Rate = 0.25%)**

Net proposed benefits (interest earnings less expenses)	<u>\$ (26,821)</u>	<u>\$ (50,217)</u>	<u>\$ (61,945)</u>
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**(Assuming average cash in bank of \$30,000,000; Effective Federal Funds Rate = 0.25%)**

Net proposed benefits (interest earnings less expenses)	<u>\$ (6,821)</u>	<u>\$ (30,217)</u>	<u>\$ (36,945)</u>
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**(Assuming average cash in bank of \$50,000,000; Effective Federal Funds Rate = 0.25%)**

Net proposed benefits (interest earnings less expenses)	<u>\$ 33,179</u>	<u>\$ 9,783</u>	<u>\$ 5,222</u>
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**(Assuming average cash in bank of \$20,000,000; Effective Federal Funds Rate = 0.50%)**

Net proposed benefits (interest earnings less expenses)	<u>\$ (16,821)</u>	<u>\$ (10,217)</u>	<u>\$ (61,945)</u>
---	--------------------	--------------------	--------------------

**(Assuming average cash in bank of \$30,000,000; Effective Federal Funds Rate = 0.50%)**

Net proposed benefits (interest earnings less expenses)	<u>\$ 8,179</u>	<u>\$ 29,783</u>	<u>\$ (36,945)</u>
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**(Assuming average cash in bank of \$50,000,000; Effective Federal Funds Rate = 0.50%)**

Net proposed benefits (interest earnings less expenses)	<u>\$ 58,179</u>	<u>\$ 109,783</u>	<u>\$ 5,222</u>
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**(Assuming average cash in bank of \$20,000,000; Effective Federal Funds Rate = 0.75%)**

Net proposed benefits (interest earnings less expenses)	<u>\$ 33,179</u>	<u>\$ 29,783</u>	<u>\$ (61,945)</u>
---	------------------	------------------	--------------------

**(Assuming average cash in bank of \$30,000,000; Effective Federal Funds Rate = 0.75%)**

Net proposed benefits (interest earnings less expenses)	<u>\$ 83,179</u>	<u>\$ 89,783</u>	<u>\$ (36,945)</u>
---	------------------	------------------	--------------------

**(Assuming average cash in bank of \$50,000,000; Effective Federal Funds Rate = 0.75%)**

Net proposed benefits (interest earnings less expenses)	<u>\$ 183,179</u>	<u>\$ 209,783</u>	<u>\$ 5,222</u>
---	-------------------	-------------------	-----------------

**(Assuming average cash in bank of \$20,000,000; Effective Federal Funds Rate = 1.0%)**

Net proposed benefits (interest earnings less expenses)	<u>\$ 83,179</u>	<u>\$ 69,783</u>	<u>\$ (61,945)</u>
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**(Assuming average cash in bank of \$30,000,000; Effective Federal Funds Rate = 1.0%)**

Net proposed benefits (interest earnings less expenses)	<u>\$ 158,179</u>	<u>\$ 149,783</u>	<u>\$ (36,945)</u>
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**HAMILTON COUNTY TRUSTEE**  
**FINAL ANALYSIS OF PROPOSAL FOR BANKING SERVICES**  
**April 2016**

	<u>First TN Bank</u>	<u>Regions</u>	<u>SunTrust</u>
<b><u>(Assuming average cash in bank of \$50,000,000; Effective Federal Funds Rate = 1.0%)</u></b>			
Net proposed benefits (interest earnings less expenses)	\$ 308,179	\$ 309,783	\$ 5,222
<b><u>(Assuming average cash in bank of \$20,000,000; Effective Federal Funds Rate = 2.0%)</u></b>			
Net proposed benefits (interest earnings less expenses)	\$ 283,179	\$ 229,783	\$ (61,945)
<b><u>(Assuming average cash in bank of \$30,000,000; Effective Federal Funds Rate = 2.0%)</u></b>			
Net proposed benefits (interest earnings less expenses)	\$ 458,179	\$ 389,783	\$ (36,945)
<b><u>(Assuming average cash in bank of \$50,000,000; Effective Federal Funds Rate = 2.0%)</u></b>			
Net proposed benefits (interest earnings less expenses)	\$ 808,179	\$ 709,783	\$ 5,222
<b><u>Exhibit B: Proposal Exception Form (significant exceptions only)</u></b>			
Interest at Federal Funds Target Rate High End less 25 bps with Floor of .20%	x		
Interest at .10% > 44,778,000			x
ECR at .25% of <44,778,000			x
ECR at 80% of Federal Funds High End of Target Rate with .40% bps floor		x	
<b><u>Other Information:</u></b>			
Number of banking branches in County	23	21	24

**Recommendation**

The Hamilton County Trustee has reviewed the proposals for Consolidated Banking Services and recommends selection of First Tennessee Bank. The review concluded that First Tennessee Bank offers the most favorable proposal to Hamilton County based upon the following factors:

- 1 - Interest earned over the period of four years.
- 2 - Lowest cost for Banking Services
- 3 - First TN offering more desirable OTC and lockbox collection sites.

**HAMILTON COUNTY TRUSTEE**  
**ANALYSIS OF PROPOSAL FOR TRUSTEE LOCKBOX BANKING SERVICES**  
**Apr-16**

	<b>First TN Bank</b>	<b>Regions</b>
<b>Exhibit C - Lockbox and Branch Banking</b>		
Annual cost	\$ 25,238.39	\$ 16,780.72
Provide branch payment option	yes/all locations	yes/3 locations

**Recommendation**

The Hamilton County Trustee has reviewed the proposals for Lockbox Banking Services and recommends selection of First Tennessee Bank. The review concluded that First Tennessee Bank offers the most favorable proposal to Hamilton County with 23 payment locations.

RFP#0116-074: Banking Services

Vendors:

SunTrust Bank

Attn: Michael E. Cooper or Jim Dunn

736 Market Street, 2<sup>nd</sup> Floor

Chattanooga, TN 37402

(W) 423-757-3001

(C) 423-987-4556

Email: [mike.cooper@suntrust.com](mailto:mike.cooper@suntrust.com)

Email: [jim.dunn@suntrust.com](mailto:jim.dunn@suntrust.com)

First Tennessee

Attn: Robert (Bobby) Lusk

701 Market Street

Chattanooga, TN 37402

(W) 423-757-4107

(M) 423-605-3303

Email: [rtlusk@ftb.com](mailto:rtlusk@ftb.com)

Regions Bank

Attn: Michael Mathis

601 Market Street

Chattanooga, TN 37402

(W) 423-752-1535

Email: [Michael.mathis@regions.com](mailto:Michael.mathis@regions.com)

USBank

Attn: Steven Chapel / Andy Tong / Kim Brustuen

333 Commerce Street

Suite 900

Nashville, TN 37201

(W) 615-251-0783

Email: [stevenchapel@usbank.com](mailto:stevenchapel@usbank.com)

Email: [andy.tong@usbank.com](mailto:andy.tong@usbank.com)

Email: [kim.brustuen@usbank.com](mailto:kim.brustuen@usbank.com)

**Please run the attached advertisement in the Legal Ads of the Chattanooga Times/Free Press on Wednesday, January 6, 2016 as follows:**

**REQUEST FOR PROPOSAL:**

Hamilton County, Tennessee is soliciting proposals from qualified Federal Reserve member banks or State of Tennessee chartered banks to provide general banking services on behalf of the Hamilton County Trustee. Specifications are available by contacting the Purchasing Department at 423-209-6350

Sealed proposals will be received in the office of the Hamilton County Purchasing Director, 455 North Highland Park Avenue, Chattanooga, TN 37404 before 2:00 p.m. on February 16, 2016.

Gail B. Roppo  
Director of Purchasing





# Hamilton County Board of Commissioners RESOLUTION

No. 416-26

**A RESOLUTION TO APPROPRIATE \$300,000 TO THE CRIMINAL COURT CLERK FUND TO ASSIST THE OFFICE IN FUNDING ITS OPERATIONS AND TO AMEND THE GENERAL FUND OPERATING BUDGET BY ADDING \$300,000 TO EXPENDITURES FROM PREVIOUSLY UNBUDGETED FUNDS.**

WHEREAS, The Criminal Court Clerk assesses and collects various fees and commissions from litigants to generate revenues to cover the salaries and certain other operating costs for the Clerk’s office; and

WHEREAS, It has been determined that the fees and commissions collected by the Criminal Court Clerk are not sufficient to cover the necessary salaries and certain other operating costs for the Clerk’s office; and

WHEREAS, The Criminal Court Clerk requires an appropriation of \$300,000 from the County General Fund in order to cover the salaries and certain other operating costs of the office.

**NOW THEREFORE BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:**

That the General Fund appropriate \$300,000 to the Criminal Court Clerk and the operating budget of the General Fund be amended by adding \$300,000 to expenditures from previously unbudgeted funds.

**BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE PLACE FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

April 20, 2016

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 416-27

A RESOLUTION AUTHORIZING REPUBLIC PARKING SYSTEM TO REVISE THE FEE SCHEDULE FOR PARKING IN THE HAMILTON COUNTY GARAGE AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, it has been approximately four years since parking fees in the Hamilton County Garage have been adjusted; and

WHEREAS, the parking garage manager has recommended that the fees be adjusted to keep them more consistent with fees charged a similar facilities in the community; and

WHEREAS, the rates for the Hamilton County Parking Garage will be revised as per the fee schedule outlined below.

0 – ½ Hour	\$2.00
½ – 1 Hour	\$4.00
1 – 1 ½ Hour	\$6.00
Over 1 ½ Hour	\$8.00
Monthly	\$70.00

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IS SESSION ASSEMBLED:

That the revised fee schedule for the Hamilton County Parking Garage is adopted and Republic Parking is hereby authorized to raise the rates and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

Approved:

Vetoed:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
April 20, 2016

\_\_\_\_\_  
Date

The County Parking Garage rates are below the market rates in the Chattanooga Business district and have not increased in approximately four (4) years. Republic Parking has recommended that the rate increase to raise them closer to market levels. This rate increase would bring the Hamilton County Garage more in line with fees charged at similar facilities in downtown Chattanooga. The comparison of current and recommended rates is as follows:

<b>Time Band</b>	<b>Current Rates</b>	<b>Recommended Rates</b>
0 – ½ Hour	\$2.00	\$2.00
½ -- 1 Hour	\$3.00	\$4.00
1 – ½ Hour	\$4.00	\$6.00
Over 1 ½ Hour	\$6.00	\$8.00
Monthly	\$60.00	\$70.00

Based on 2015 ticket volumes and time usage over a twelve month period, the average ticket price would increase from \$4.60 to \$6.15, or \$1.55. The impact of the rate increase on total revenues would be approximately \$163,418.00.



## Hamilton County Board of Commissioners

# RESOLUTION

No. 416-28

A RESOLUTION APPROVING THE ENTERING INTO A LEASE AGREEMENT BETWEEN THE HAMILTON COUNTY BOARD OF EDUCATION AND TOWER ASSETS NEWCO IX, LLC, OF CERTAIN REAL PROPERTY OWNED BY THE HAMILTON COUNTY BOARD OF EDUCATION FOR THE ERECTION OF A CELL TOWER, AND AUTHORIZING THE EXECUTION OF SAID LEASE.

WHEREAS, Tower Assets Newco IX, LLC, ("Tower") has offered to enter into an agreement with the Hamilton County Board of Education ("School Board") for the lease of a tract of land at the East Ridge High School for the erection of a cellular telephone tower over a twenty-five (25) year initial period; and,

WHEREAS, according to the proposed lease, the School Board shall receive a one-time cash donation from Tower in the amount of Ten Thousand Dollars (\$10,000.00), plus base rent of One Thousand Five Hundred Dollars (\$1,500.00) per month and thirty-five percent (35%) of additional gross collected revenue Lessee receives from each wireless broadband telecommunications carrier, whose equipment is installed on the tower after the second installed Carrier per month; and,

WHEREAS, the School Board is inclined to accept said proposal, but final approval is required by this county legislative body pursuant to the provisions of Tennessee Code Annotated Section 7-51-904(b); and,

WHEREAS, this county legislative body feels that the approval of said rental relationship would be in the best interest of the citizens of Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the attached agreement as negotiated between Hamilton County Board of Education and Tower Assets Newco, IX, LLC, for the lease of certain real property owned by the Hamilton County Board of Education located at the East Ridge High School be approved, and the appropriate representative of the Hamilton County Board of Education is hereby authorized to execute said lease.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

---

County Clerk

Approved:

Vetoed:

---

County Mayor

---

April 20, 2016

---

Date

**LEASE AGREEMENT**

Between

Hamilton County Department of Education

And

**TOWER ASSETS NEWCO IX LLC**

Dated as of \_\_\_\_\_

**LEASE AGREEMENT**  
**(For Telecommunications Facility at East Ridge High School)**

This LEASE AGREEMENT ("Agreement") is made this the 24th day of May 2007, by and between the Hamilton County Board of Education, ("The Board") a political subdivision of the State of Tennessee, having an address of 3074 Hickory Valley Road, Chattanooga, TN., 37421, and TOWER ASSETS NEWCO IX LLC, having an address of 4091 Viscount Ave., Memphis, Tennessee 38118 ("Lessee").

**RECITALS**

A. The Board is the owner of a certain parcel of real property located in Hamilton County, Tennessee, more particularly described in Exhibit "A" (the "Property"), which is the site of East Ridge High School located at 4320 Bennett Road, East Ridge, TN 37412 (the "School"); and

B. The Lessee desires to construct a wireless communications tower on a portion of the Property; and

C. The Board finds that the Lessee's use of the Property would benefit the community as a whole by enhancing wireless communication throughout the area; so therefore,

D. The Board agrees to lease to Lessee approximately \_\_\_\_\_ square feet of the Property to build certain facilities and install a tower on the Premises (the "Premises" or "Leased Premises") depicted on the Site Plan attached as Exhibit "B" (the "Site Plan") and for the construction, installation, operation, maintenance and repair of a telecommunications facility and related services as referenced in Section 3.1(a).

**1. THE BOARD'S REPRESENTATIONS AND WARRANTIES**

1.1. As an inducement for Lessee to enter into and be bound by the terms of this Agreement, the Board represents and warrants to Lessee and Lessee's successors and assigns that:

(a) The Board has good and marketable title to the Property free and clear of all liens, leases and encumbrances other than those liens and encumbrances of record.

(b) The Board has the authority to enter into and be bound by the terms of this Agreement.



more than one foot below grade. The Board grants Lessee the right to clear all trees, undergrowth or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs that may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment or Premises rights. All debris resulting from said tree clearing is to be disposed of by Lessee. The Board grants Lessee a non-exclusive right of movement in, over, across and through other real property owned by the Board as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. In the event that a tower to be constructed by Lessee on the Property is a guyed tower, the Board also grants Lessee an easement over the Board's real property during the Initial Term and any Renewal Term of this Agreement for any guy wires and guy wire anchors, including any security, access, maintenance and repair thereto.

(b) Lessee shall have the right to install utilities (including telco and fiber), at Lessee's expense, and to improve present utilities on the Property (including, but not limited to, the installation of emergency power generators). Lessee shall have the right to place utilities on (or to bring utilities across or under) the Property to service the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Property for ingress and egress, the Board agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by the Board without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). The Board shall, upon Lessee's request, execute a separate written easement for the utility company providing the service or Lessee in a form that may be filed of record evidencing this right; and

(c) The Board acknowledges and agrees that, in order to make the Premises useable by Lessee, Lessee shall need to construct certain improvements on, upon and across the Property. Specifically, Lessee may need to grade or to improve the Premises and may need to park vehicles (including heavy equipment) upon portions of the Property adjoining the Premises for a reasonable period of time for the construction of Lessee's improvements or subsequently as licensee(s) or sublessee(s) install equipment on the Tower Facilities for which the Board hereby grants to Lessee a temporary construction easement on the Property. Lessee and the Board agree to work cooperatively and in good faith in order to minimize any disruption to the Board of the use of the Property and in order to permit Lessee or its licensee(s) or sublessee(s) ("Carriers") to install the Tower Facilities in an expeditious and commercially reasonable manner. Lessee shall limit reasonable and unreasonable interference to the Board's use of the Property and further agrees to return the Property in substantially the same condition after construction is completed; and

(d) The Board represents and warrants to Lessee that Lessee shall at all times during this Agreement enjoy ingress, egress, and access from the Property to an open and improved public road that presently exists and that the public road shall be adequate to service the Tower Facilities. If no such public road exists or if such existing

Board Initial: \_\_\_\_\_  
Lessee Initial:     *LD*

public road ceases to exist in the future, the Board will grant an appropriate easement to Lessee, Lessee's licensee(s) and sublessee(s) and assigns so that Lessee may, at its own expense, construct and maintain a suitable private access drive to the Property and the Tower Facilities. To the degree that such access is across other property owned by the Board, the Board shall execute an easement evidencing this right, and the Board shall maintain access to the easement in a free and open condition so that no interference is caused to Lessee by other Lessees, licensees, invitees or agents of the Board that may utilize the Property. Notwithstanding the provisions of this subsection (d), however, it is understood and agreed by and between the parties that Lessee has made arrangements with \_\_\_\_\_ to access the Leased Premises through \_\_\_\_\_'s property and, as such, Lessee does not anticipate that it or its sublessees and assigns shall need access to the Leased Premises across the Board's Property.

### **3. PURPOSE OF LEASED PREMISES**

#### **3.1 Use of Leased Premises**

(a) Lessee may use the Premises for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of tower, antennas or buildings and related facilities and activities ("Intended Use"). The Board agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Leased Property (the "Governmental Approvals"). Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and/or reconfigure improvements at any time during the Initial Term or any Renewal Term of this Agreement pursuant to restrictions set forth in Section 6.

(b) Lessee shall use the Premises solely for construction, operation and leasing of the Tower Facilities as provided herein. The Board makes no representation or warranty whether such use is permitted by any laws or regulations applicable to the Premises, and Lessee is solely responsible for determining whether such use is permitted, and for securing all necessary licenses, permits and approvals therefore.

(c) Notwithstanding any other provision of this Agreement, the Lessee acknowledges the absolute primacy of the Board's use of the Property as a public high school, and that Lessee's rights under this Agreement (and, accordingly, the Carrier's rights under the Carrier Subleases) are subject and subordinate to the Board's use and operation of the Property. Accordingly, in exercising its rights under this Agreement, Lessee shall use its best efforts to avoid any adverse construction, operation or other impacts on the Property and the Board's use and operation thereof, whether such impacts arise from activities conducted on or off the Property.







be no expressed or implied obligation for Lessee to do so. If any such Carrier's right of use expires or terminates for any reason and payment to Lessee of rental, license or similar payments ceases, Lessee shall no longer be obligated to pay the Additional Rent for such Carrier. Lessee may elect to pay Additional Rent electronically or by direct deposit methods (i.e. ACH). If such method is elected by Lessee, then the Board shall provide Lessee, at Lessee's request, the necessary account information to facilitate such direct deposit or electronic payment to the Board.

(d) Base Rent shall increase by 2% for each year for the life of the Agreement, said increase to be effective upon each anniversary date.

(e) The Board shall have the right to audit Lessee's books and records specifically regarding the tower site upon reasonable notice, said audit shall be done in a manner to not disrupt the normal day-to-day operations of Lessee.

**5.1.1 Cash Donation:** As additional consideration, Lessee shall make a one-time cash donation to the School of Ten Thousand and 00/100 (\$10,000.00) DOLLARS within 30 days of this Agreement becoming final.

**5.1.2 Cell Tower Space:** As further consideration, Lessee shall make available to the School, at no cost to the School or to the Board, such space on the Tower Facilities as School may desire for operation of its own wireless uses; provided however, such use shall be subject to availability and if a Carrier requires such space, then the School or the Board shall relocate its equipment. In addition, the School or the Board shall pay for its own utilities.

**5.2. Net Payments.** The Board shall receive the Base Rent or Percentage Rent and all other payments provided for hereunder free and clear of any and all deductions, abatements, setoffs, impositions, taxes, liens, charges or expenses of any nature whatsoever.

**5.3. Delinquent Interest.** All late payments due to the Board from Lessee shall bear interest at the rate of one and one-half percent (1-1/2%) per month from the date due until payment is received by the Board.

**5.4 Intentionally deleted.**

**5.5. Licenses and Permits.** Lessee shall be responsible for obtaining all certificates, licenses, permits and other consents and approvals that may be required by any federal, state or local authorities for the use of the Premises or Property, installation of the improvements and the conduct of its business ("Approvals"). The Board shall reasonably cooperate with Lessee but at no expense to the Board, in Lessee's efforts to obtain the Approvals.

**5.6. Taxes.** (a) Any ad valorem taxes or other special assessment taxes attributable to the Property during the Initial Term and any Renewal Terms of the

Agreement shall be paid by the Board. The Board shall pay when due all real property taxes and all other fees and assessments attributable to the Property including, but not limited to, any tax attributable to any increase in property value of the Property resulting from the increased cash flow of this Agreement.

(b) Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities or Leased Property.

**5.7. Security Deposit.** In lieu of any security deposit otherwise required by the Board, Lessee shall provide a letter of credit from a local financial institution in terms satisfactory to the Board sufficient to satisfy any damages the Board might incur should Lessee breach any terms of this Agreement. Lessee shall provide updated letters of credit as frequently as the Board may deem necessary.

## **6. CONSTRUCTION AND MAINTENANCE**

**6.1. Maintenance and Repairs.** Lessee shall, at Lessee's expense, keep and maintain the Premises in a commercially reasonable condition and repair during the term of this Agreement. Lessee agrees to maintain the Tower Facilities and all Communications Equipment in proper operating condition and within industry accepted safety standards. All installations and operations in connection with this Agreement by Lessee must be in compliance with all federal, state, and local laws, codes and regulations, including but not limited to local zoning requirements, and will adhere to reasonable technical standards developed by the Board as amended from time to time. The Board assumes no responsibility for the licensing, operation and/or maintenance of the Communications Equipment.

**6.2. Board Approval.** All Lessee's improvements and modifications, repairs and maintenance of the improvements shall be constructed, placed and made in a first-class workmanlike manner, in accordance with plans, specifications and schedules reviewed and approved in advance at least fourteen (14) days and in writing by the Board, and shall be coordinated with the Board and conducted so as not to create an unsafe or dangerous condition, or unduly interfere with the conduct of any other activities on the Property. The Board's approval of Lessee's plans, specifications and schedules shall not be unreasonably conditioned, delayed or withheld. The Board's approval shall not be required for the maintenance and repair of improvements and equipment or modifications and replacements that do not materially change the type, appearance, size, weight and function of the improvements and equipment. In no event will the Board be required to consent to any installation or other work by Lessee, which would adversely physically affect any part of the Premises or would, in the Board's reasonable judgment, adversely affect proper functioning of any mechanical, electrical, sanitary or other systems of the Premises. Any required approval by the Board set forth herein shall not be applicable to sublessee's antenna, equipment, cabinets or other improvements placed on the Premises or Tower Facilities.

**6.3. Construction Liens.** Any worker, material or mechanic's lien filed against the Board, the School and/or the Property, for work claimed to have been done for, or materials claimed to have been furnished to Lessee, shall be discharged by Lessee by bond, or otherwise, within twenty (20) days after the filing thereof, at Lessee's sole cost and expense.

**6.4. Personal Property.** Lessee shall make proper arrangements for receiving, handling, storage and installation of its equipment and other personal property. The Board shall not be liable for any loss, damage or injury to properties of any kind that are shipped or otherwise delivered or stored on the Property or stored in or on the Premises. The Board shall assume no responsibility for losses suffered by Lessee, or its agents, employees or invitees, which are occasioned by theft or the disappearance of equipment or other personal property, unless such loss, damage or injury is solely and directly caused by the negligence of a Board employee acting in the course and scope of his or her duties.

**6.5. Equipment Marking.** Lessee shall use reasonable efforts to identify the Communications Equipment with permanently marked, weather proof tags at the following locations: (i) each antenna (attached to one of the antenna brackets); (ii) at the transmission line building entry point; and (iii) at the interior wall feed or through any other transmission line exit point. In addition, all Lessee's telephone blocks, demarks, and cables shall be clearly identified with Lessee's name.

**6.6 Intentionally deleted.**

**6.7. Unlawful Use.** Lessee will not disturb other occupants of the Property or Premises by making any undue or unseemly noise, or otherwise; allow its signal to unreasonably interfere with or degrade the signals or transmissions sent to or by any other Lessee in or about the Premises; do anything which is illegal or unlawful, or which will be dangerous to life or limb, or will increase any insurance rate upon the Premises, Property or School; or disrupt, damage or interfere with any School system or the electronic, computer or communication system of the Board or any Lessee or occupant of the School. If Lessee at any time uses any Communications Equipment that creates an electromagnetic field, frequency or radiation which causes, or may cause, harm, to any person, or if it causes, or may cause, interference with or the degradation of communications received or sent by any other Lessee or party in the School or elsewhere, then the Board shall have the right to require Lessee to immediately cease the use of the Communications Equipment causing such harm and, at Lessee's cost, promptly and appropriately insulate the Communications Equipment (including, but not limited to, cables) or take such other steps as are reasonably necessary and acceptable to Lessee to prevent the emission or escape of excessive electromagnetic fields, frequency or radiation.

**6.8. Right of Entry.** In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property on the



or for the dissolution of Lessee are instituted against Lessee, or a receiver or trustee is appointed for all or substantially all of Lessee's property, and the proceeding is not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after institution or appointment.

**8.2. Remedies for Default:** In the case of any event of default, the Board shall have the following remedies, together with any additional rights and remedies that may be available at law or in equity:

(a). Give Lessee written notice of its intention to terminate this Agreement on the date of the notice or on any later date specified in the notice, and, on the date specified in the notice, Lessee's right to possession of the Leased Premises, and Tower Facilities will cease and this Agreement will be terminated as if the date fixed in the notice were the end of the term of this Agreement. If this Agreement is terminated, Lessee will remain liable to the Board for damages in an amount equal to the rent and other sums that would have been owing by Lessee under this Agreement for the balance of the term if this Agreement had not been terminated, less the net proceeds, if any, of any reletting of the Leased Premises by the Board subsequent to the termination, after deducting all the Board's expenses in connection with reletting. The Board will be entitled to collect damages from Lessee monthly on the days on which the rent and other amounts would have been payable under this Agreement if this Agreement had not been terminated, and the Board will be entitled to receive damages from Lessee on each such day. Alternatively, at the option of the Board, if this Agreement is terminated, the Board will be entitled to recover from Lessee:

- (1) the worth at the time of award of the unpaid rent which had been earned at the time of termination; plus
- (2) any other amount necessary to compensate the Board for all the detriment proximately caused by Lessee's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result from the failure.

The "worth at the time of award" of the amount referred to in clause (1) is computed by allowing interest at the highest rate permitted by law.

(b). Following notice, re-enter and take possession of the Leased Premises or any part thereof; repossess the Leased Premises as of the Board's former estate; expel the Lessee from the Leased Premises and those claiming through or under Lessee; and remove the effects of both or either, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants or conditions. If the Board elects to re-enter or if the Board takes possession of the Leased Premises pursuant to legal proceedings or pursuant to any notice provided by law, the Board may, from time to time, without

terminating this Agreement, relet the Leased Premises or any part of the Leased Premises, either alone or in conjunction with other portions of the Property, in the Board's or Lessee's name but for the account of Lessee, for the term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Agreement) and on such terms and conditions (which may include concessions or free rent, and the alteration and repair of the Leased Premises) as the Board, in its subjective discretion, may determine. The Board may collect and receive the rents for the Leased Premises. The Board will not be responsible or liable for any failure to relet the Leased Premises, or any part of the Leased Premises, or for any failure to collect any rent due upon the reletting. No re-entry or taking possession of the Leased Premises by the Board will be construed as an election on the Board's part to terminate this Agreement unless a written notice of termination is given to Lessee. No notice from the Board under this Agreement or under a forcible entry and detainer statute or similar law will constitute an election by the Board to terminate this Agreement unless the notice specifically says so. The Board reserves the right following any re-entry or reletting, or both, to exercise its right to terminate this Agreement by giving Lessee written notice, and in that event the Agreement will terminate as specified in the notice. If the Board elects to take possession of the Leased Premises without terminating this Agreement, Lessee will pay the Board the rent and other sums which would be payable under this Agreement if the repossession had not occurred, less the net proceeds, if any, of any reletting of the Leased Premises after deducting all of the Board's expenses incurred in connection with the reletting, including without limitation all repossession costs, brokerage commissions, legal expenses, tenant concessions, attorneys' fees, expenses of employees, alteration, remodeling and repair costs, and expenses of preparation for the reletting. If, in connection with any reletting, the new Agreement term extends beyond the existing term, or the premises covered by the reletting include areas that are not part of the Leased Premises, a fair apportionment of the rent received from the reletting and the expenses incurred in connection with the reletting will be made in determining the net proceeds received from reletting. In addition, in determining the net proceeds from reletting, any rent concessions will be apportioned over the term of the new agreement. Lessee will pay the amounts to the Board monthly on the days on which the rent and all other amounts owing under this Agreement would have been payable if possession had not been retaken, and the Board will be entitled to receive the rent and other amounts from Lessee on each such day.

(c). If the Board files an action to enforce any agreement contained in this Agreement or for breach of any covenant or condition, Lessee shall pay the Board's reasonable attorney's fees for the services of the Board's attorney in the action and court costs, all fees to be fixed by the court, provided the Board prevails in such action.

(d). The foregoing notwithstanding, in the event of any such default by Lessee hereunder, such shall not provide the Board the right to attach, utilize, distrain upon or otherwise take possession of any equipment located within the Tower Facilities

owned by any Carrier, and such shall at all times be free from any claim by the Board hereunder.

**8.3. Force Majeure.** The Board's or Lessee's failure to perform any term or condition of this Agreement as a result of *force majeure* conditions beyond its control such as, but not limited to, war, fires, flood, Acts of God, governmental restrictions, power failures, or damage or destruction, shall not be deemed a breach of this Agreement.

**8.4 Termination.** Except as otherwise provided herein, this Agreement may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default in accordance with the provisions of Section 8.1; or

(b) Upon 30 days written notice by Lessee to the Board if Lessee is unable to obtain or maintain, through no fault of Lessee, any license, permit or other Governmental Approval necessary to the construction and operation of the Tower Facilities or Lessee's business; or

(c) By Lessee, upon 30 days written notice to the Board, plus a termination fee equal to six months rent, if Lessee, in its sole discretion, determines that Lessee will be unable to use the Leased Premises for Lessee's Intended Use or for economic reasons.

**8.5 Effect of Termination.** Upon termination of this Agreement for any reason, including normal expiration of the Term, all improvements, personal property and equipment shall be removed within a reasonable time after termination. Any improvements not removed within such time shall be deemed abandoned by Lessee and shall become property of the Board.

## 9. INSURANCE

**9.1. Lessee Insurance.** Lessee agrees to obtain and maintain a general liability insurance policy regarding its occupancy and use of the Tower Facilities under this Agreement, including the realty, the fixtures and equipment, in an amount satisfactory to the Board's Risk Management Office and to name the Board as the primary insured party under the terms of this insurance policy. Said policy of general liability insurance shall provide a combined single limit of not less than \$1,000,000.

## 10. ENVIRONMENTAL COMPLIANCE

### 10.1. Environmental Indemnity.

(a). Lessee, its Lessees, successors, and assigns shall indemnify, defend, reimburse and hold harmless the Board from and against any and all

environmental damages arising from the presence of hazardous materials upon, about or beneath the Property or Premises arising in any manner whatsoever out of Lessee's use of the Property or Premises in violation of any environmental laws. Notwithstanding the obligation of Lessee to indemnify the Board, Lessee shall, upon demand of the Board, and at Lessee's sole cost and expense, promptly take all actions to remediate the Property and Premises which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Property, which remediation is necessitated from the presence upon, about or beneath the Property of hazardous materials attributed to the action of the Lessee. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Property and Premises, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Property to the condition existing prior to the introduction of hazardous materials upon, about or beneath the Property notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(b) The Board, to the best of its knowledge, represents that there are no hazardous materials currently upon, about or beneath the Property or Premises.

## 11. COMMUNICATION

11. 1. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to the Board, to:

Hamilton County Board of Education  
Attention: \_\_\_\_\_

3074 Hickory Valley Road  
Chattanooga, Tennessee, 37421  
Business Telephone: 423-209-8400

If to Lessee, to: TOWER ASSETS NWECA IX LLC  
4091 Viscount Ave.  
Memphis, Tennessee 38118

Attention: Site Lease Administrator  
Telephone: 901-794-9494  
Facsimile: 901-366-5736

Board Initial: \_\_\_\_\_  
Lessee Initial: \_\_\_\_\_



(j). All lawsuits arising out of this agreement shall be litigated and decided in the State Courts of Hamilton County, Tennessee and pursuant to the laws of Tennessee, and both parties expressly waive their right to file any action in or remove any action to United States District Court.

[Acknowledgements on following pages]

Board Initial: \_\_\_\_\_  
Lessee Initial: \_\_\_\_\_



IN WITNESS WHEREOF, the Board and Lessee have executed this Agreement as of the date first written above.

**SUPERINTENDENT:**

By: Kirk Kelly

Print: Kirk Kelly

Title: Superintendent

Date: 3-18-16

STATE OF Tennessee

COUNTY OF Hamilton

On this 18 day of March, 2016 before me personally appeared Kirk Kelly and \_\_\_\_\_ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as a free act and deed.

Gayle Patterson  
Notary Public

My commission expires: 4-20-2016

Board Initial:   /    
Lessee Initial:   /

CHAIRMAN:

By: [Signature]

Print: Jonathan Welch

Title: Board Chairman

Date: 3-18-16

STATE OF Tennessee  
COUNTY OF Hamilton

On this 18 day of March, 2016 before me personally appeared Jonathan Welch and \_\_\_\_\_ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as a free act and deed.

[Signature: Gayle Patterson]  
Notary Public

My commission expires: 4-20-2016

Board Initial:   /    
Lessee Initial: [Signature]

Lessee: TOWER ASSETS NEWCO IX LLC

By: [Signature]

Print: William Orgel

Title: President

Date: March 11, 2016

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public of the State and County aforesaid, personally appeared William Orgel, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of TOWER ASSETS NEWCO IX LLC, the within named bargainer, a limited liability company, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the William Orgel as such President.

WITNESS my hand and seal, this 11 day of March, 2016.

[Signature]  
Notary Public

My commission expires: 7-28-16



**Exhibit "A"**

Page 20 of 19

Board Initial: [Signature]  
Lessee Initial: [Signature]

**Leased Property**

**(To be replaced by survey upon completion)**

Board Initial:   /    
Lessee Initial:   *AK*



**Exhibit "C"**

**COMMENCEMENT DATE AGREEMENT**

**THIS COMMENCEMENT DATE AGREEMENT ("Agreement")** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Landlord") and \_\_\_\_\_, ("Tenant").

**WITNESSETH:**

**WHEREAS**, by that certain Lease Agreement dated \_\_\_\_\_, as evidenced by that certain Memorandum of Option and Agreement dated \_\_\_\_\_ and recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ in the \_\_\_\_\_ Office of \_\_\_\_\_ County, \_\_\_\_\_ ("Agreement"), Landlord leased to Tenant certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof; and

**WHEREAS**, the Commencement Date, as that term is defined in the Agreement, has been determined and the parties desire to set forth such date in writing in order to avoid any uncertainty in the future regarding the Commencement Date and the term of the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Landlord and Tenant agree as follows:

1. The Commencement Date shall be \_\_\_\_\_.
2. Except as modified herein, all terms and conditions of the Lease shall continue in full force and effect.

Board Initial: \_\_\_\_\_  
Lessee Initial: 

IN WITNESS WHEREOF, Board and Lessee have caused this Agreement to be signed and sealed as of the day and year first above written.

**SUPERINTENDENT**

Kevin Kelly

**CHAIRMAN:**

[Signature]

**LESSEE:**

By: [Signature]

STATE OF Tennessee  
COUNTY OF Shelby

On this 11 day of March, 2016 before me personally appeared William Orjel, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

[Signature]  
Notary Public

Printed Name: Adam Slovis

Commission Expires: 7-28-18



Board Initial: [Signature]  
Lessee Initial: [Signature]





# Hamilton County Board of Commissioners RESOLUTION

No. 416-29

**A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN AN AMENDMENT TO THE CONTRACT WITH CORRECTIONS CORPORATION OF AMERICA (CCA) FOR THE MANAGEMENT OF THE SILVERDALE CORRECTIONAL FACILITY.**

WHEREAS, Hamilton County’s original contract with CCA for the management of the Silverdale Correctional Facility was instituted on September 20, 1984; and

WHEREAS, the latest amendment to this contract, Resolution 513-15, was approved by this legislative body on May 1, 2013, which extended the agreement through April 30, 2016; and

WHEREAS, the original contract with CCA for the management of the Silverdale Correctional Facility is scheduled to expire on September 19, 2016; and

WHEREAS, it may be necessary to further extend the agreement for an additional period through April 30, 2017 until Hamilton County can develop a new corrections arrangement; and

WHEREAS, the rates, per diems, and other provisions of the amended agreement for the period beginning May 1, 2016 are shown in items 1-6 of the attached amendment; and

WHEREAS, all other previous provisions of the agreement will remain the same; and

WHEREAS, said amendment is in the best interest of the citizens of Hamilton County.

**NOW THEREFORE BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:**

That the attached amendment to the Management Agreement for the Hamilton County Correctional Facility (Silverdale) between Hamilton County and Corrections Corporation of America is hereby approved, and the County Mayor is authorized to execute said Amendment.

**BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE PLACE FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

April 20, 2016

\_\_\_\_\_  
Date

## **AMENDMENT TO THE HAMILTON COUNTY, TENNESSEE**

### **CORRECTIONS FACILITIES AGREEMENT**

THE AGREEMENT entered into on the 20<sup>th</sup> day of September 1984 by and between HAMILTON COUNTY, TENNESSEE ("County") and CCA OF TENNESSEE, LLC ("Company"), as revised by subsequent amendments is hereby further amended effective April 20, 2016.

WHEREAS, the parties amended the Agreement to establish a revised Contract Rate for housing inmates through April 30, 2016; and

WHEREAS, the parties desire to further amend the Agreement to extend the Contract Rate for the term through September 19, 2016.

WHEREAS, the original Agreement, with amendments, expires September 19, 2016, it may be necessary to further extend the Agreement for an additional period through April 30, 2017 until Hamilton County can develop a new corrections arrangement.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. The parties agree to extend the Contract from May 1, 2016 to September 30, 2016.
2. For the contract period commencing May 1, 2016 and ending September 30, 2016 the contract rate shall be \$41.92 ("Contract Rate").
3. For the contract period commencing May 1, 2016 and ending September 30, 2016 the Contract Rate shall be reduced by \$5.56 for each inmate in excess of 700 based on the average daily population per month.
4. The County shall maintain a minimum average daily population per month of 800 inmates inclusive of all inmates housed at the facility. If the actual average daily population per month is less than 800 inmates, the County shall pay for the difference between the actual inmate population and the 800 inmate guarantee at the rate of \$36.36.
5. All other terms and conditions of the Agreement, not specifically amended herein, shall remain in full force and effect.
6. The parties further agree to extend the Agreement under the terms outlined above and in the September 20, 1984 Agreement, as amended, for an additional period as necessary through April 30, 2017.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties have caused their authorized representatives to execute this Amendment.

**HAMILTON COUNTY, TENNESSEE**

BY: \_\_\_\_\_  
Jim Coppinger, County Mayor

ATTEST: \_\_\_\_\_

**CCA OF TENNESSEE, LLC**

BY: \_\_\_\_\_  
Natasha K. Metcalf,  
Vice President, Partnership Development



## Hamilton County Board of Commissioners RESOLUTION

No. 416-30

**A RESOLUTION APPROVING THE TRANSFERRING OF \$2,000.00 IN DISCRETIONARY BOND FUNDS AS ALLOTTED TO COUNTY COMMISSION DISTRICT EIGHT TO COUNTY COMMISSION DISTRICT SEVEN, AND THE TRANSFERRING OF A LIKE AMOUNT IN GENERAL FUND DISCRETIONARY FUNDS AS ALLOTTED TO COUNTY COMMISSION DISTRICT SEVEN TO COUNTY COMMISSION DISTRICT EIGHT.**

**WHEREAS,** by adoption of the 2015-2016 fiscal year budget, this county legislative body has appropriated certain funds for expenditure within each of the nine (9) County Commission Districts in the form of capital expenditures by the issuance of bonds (“Discretionary Bond Funds”), and Hamilton County (“County”) creates and maintains a separate expenditure within said bond fund budget known as “discretionary bond funds”, from which each County Commissioner may make appropriations within their respective District or otherwise; and

**WHEREAS,** recent guidance as received from the Office of the Comptroller for the State of Tennessee has questioned the County’s past practices of using General Fund Discretionary Funds for use on behalf of the Hamilton County Department of Education, thereby prohibiting this county legislative body’s past practice of expending General Fund discretionary funds on Department of Education related projects; and

**WHEREAS,** Seventh District County Commissioner Sabrena Turner-Smedley desires to appropriate \$2,000.00 for the purchase of a flagpole at East Hamilton High School, but has no Discretionary Bond funds available although said amount remains within her General Fund Discretionary Fund allotment; and

**WHEREAS,** it is permissible to spend bond funds on school related capital projects that meet the numerous procedures and requirements related to the expenditure of bond funds; and

**WHEREAS,** Eighth District County Commissioner Tim Boyd has in excess of \$2,000.00 within his allotted Discretionary Bond funds (for District Eight) which he is willing to transfer to County Commission District Seven for the purpose of purchasing said flagpole, in exchange for a like amount of General Fund Discretionary Funds being transferred in the County's said budget from District Seven's General Fund discretionary funds to District Eight's General Fund discretionary fund allocation; and

**WHEREAS,** said budgetary readjustment is within the best interests of the citizens of Hamilton County.

**NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY:**

That of those funds allocated to County Commission District Eight and designated as "discretionary bond funds", in the amount of Two Thousand Dollars (\$2,000.00), shall be reallocated to County Commission District Seven's discretionary bond funds; and in like manner, Two Thousand Dollars (\$2,000.00) presently allotted to County Commission District Seven as "General Fund discretionary funds" be reallocated to County Commission District Eight's General Fund discretionary account for further allocation as said County Commissioner may direct.

**BE IT FUTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
April 20, 2016

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 416-31A

(P.C. NO. 2016-039)

## A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT TO C-2 LOCAL BUSINESS COMMERCIAL DISTRICT, PROPERTIES LOCATED AT 6113 & 6117 OOLTEWAH-GEORGETOWN ROAD

**WHEREAS**, Karl Sodergren & Kenneth Robison, etal petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District to C-2 Local Business Commercial District, properties located at 6113 & 6117 Ooltewah-Georgetown Road, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, Karl Sodergren & Kenneth Robison, etal requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on April 20, 2016, concerning the passage of this Resolution as required by law, and such hearing having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended to rezone from A-1 Agricultural District to C-2 Local Business Commercial District, properties located at 6113 & 6117 Ooltewah-Georgetown Road Lots 37 thru 41, Block A, Scoggins Addition to Ooltewah as shown in Book R, Volume 17, Page 415, ROHC and being the property described as Tracts 1 thru 3, Deed Book 4930, Page 964, ROHC. Tax Map 132A-B-001 and 002 as shown on the attached map.

**BE IT FURTHER RESOLVED, THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

### CERTIFICATION OF ACTION

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

April 20, 2016

\_\_\_\_\_  
Date

2016-039 Hamilton County  
March 14, 2016

## RESOLUTION

WHEREAS, Karl Sodergren & Kenneth Robison, etal petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission rezoning from A-1 Agricultural District to C-2 Local Business Commercial District, properties located at 6113 & 6117 Ooltewah-Georgetown Road.

Lots 37 thru 41, Block A, Scoggins Addition to Ooltewah as shown in Book R, Volume 17, Page 415, ROHC and being the property described as Tracts 1 thru 3, Deed Book 4930, Page 964, ROHC. Tax Map 132A-B-001 and 002 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on March 14, 2016,

AND WHEREAS, the Planning Commission heard and considered all statements regarding the petition,

AND WHEREAS, no one was present in opposition to the petition,

AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development,

AND WHEREAS, the Planning Commission has determined that the proposal is compatible with surrounding uses.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on March 14, 2016, recommended to the County Mayor and Members of the County Commission that this petition be approved, subject to the following conditions: 1) No liquor stores or outdoor amplification; 2) Hours of operation shall be between 7:00 am and 11:00 pm; 3) The dumpster shall be located away from single-family residential uses and serviced between 7:00 am and 9:00 pm; 4) Mechanical units shall be screened from the road and neighboring single-family uses; and 5) Lighting to be directed away from all residential areas.

Respectfully submitted,

  
John Bridger  
Secretary



# PLANNING COMMISSION CASE REPORT

Case Number: 2016-039

PC Meeting Date: 03-14-16

## Applicant Request

**Rezone from A-1 Agricultural District to C-2 Local Business Commercial District**

Property Location:	6113 & 6117 Ooltewah Georgetown Road
Property Owner:	Kenneth Robison Etal
Applicant:	Karl Sodergren

### Project Description

- Proposal: Develop 1.17-acre site with an approximately 10,000 square foot commercial center.
- Proposed Access: Main entrance on Ooltewah-Georgetown Road and secondary entrance on Lawford Way.
- Proposed Development Form: single 1-story multi-tenant development located towards the rear of the lot with parking fronting Ooltewah-Georgetown Road.

## Site Analysis

### Site Description

- Location: The vacant site is located on the west side of Ooltewah-Georgetown Road approximately 500 feet south from the Amos Road and Ooltewah-Georgetown Road intersection.
- Current Access: Main entrance on Ooltewah-Georgetown Road and secondary entrance on Lawford Way.
- Tennessee Department of Transportation Functional Classification: Ooltewah-Georgetown Road is designated an Urban Minor Arterial.
- Current Development form: There is a three story garden style apartment complex to the west and single family houses within a 300 foot radius of this site to the north, east, and south.
- Current Land Uses: To the west are high density apartments, to the north, east, and south are single family detached dwellings.

### Zoning History

- The site is currently zoned A-1 Agricultural District.
- The property to the north is zoned A-1 Agricultural District. The property to the east is zoned R-1 Single-Family Residential District with a Planned Unit Development (Resolution #115-26). Directly across from this property is the entrance to the Planned Unit Development. The properties to the south are zoned a mixture of A-1 Agricultural District, R-1 Single-Family Residential District, and O-1 Office District. The property to the west is zoned R-3 Multi-Family Residential District.
- The nearest C-2 Local Business Commercial District (same as the request) is approximately 1,000 feet to the south of the site along Ooltewah-Georgetown Road.

### Plans/Policies/Regulations

- The Wolftever Creek Plan (adopted in 2007) recommends Commercial for this site.
- The C-2 Local Business Commercial District permits retail, consumer service, financial, restaurant, and office uses.

## Key Findings

- The proposal for commercial use is supported by the recommendations of the adopted Land Use Plan for the area.
- The proposed use is compatible with surrounding uses.
- The proposal is consistent with the development form of the area.
- The proposed structure does raise concerns regarding location, lighting, or height.
- The proposal would not be an extension of an existing zone.
- The proposal would set a precedent for future requests.

## PLANNING COMMISSION CASE REPORT

### Staff Recommendation

Approve, subject to the following conditions:

1. No liquor stores or outdoor amplification.
2. Hours of operation shall be between 7:00am and 11:00pm.
3. The dumpster shall be located away from single-family residential uses and serviced between 7:00am and 9:00pm.
4. Mechanical units shall be screened from the road and neighboring single-family uses.
5. Lighting to be directed away from all residential areas.



## 2016-039 Rezoning from A-1 to C-2

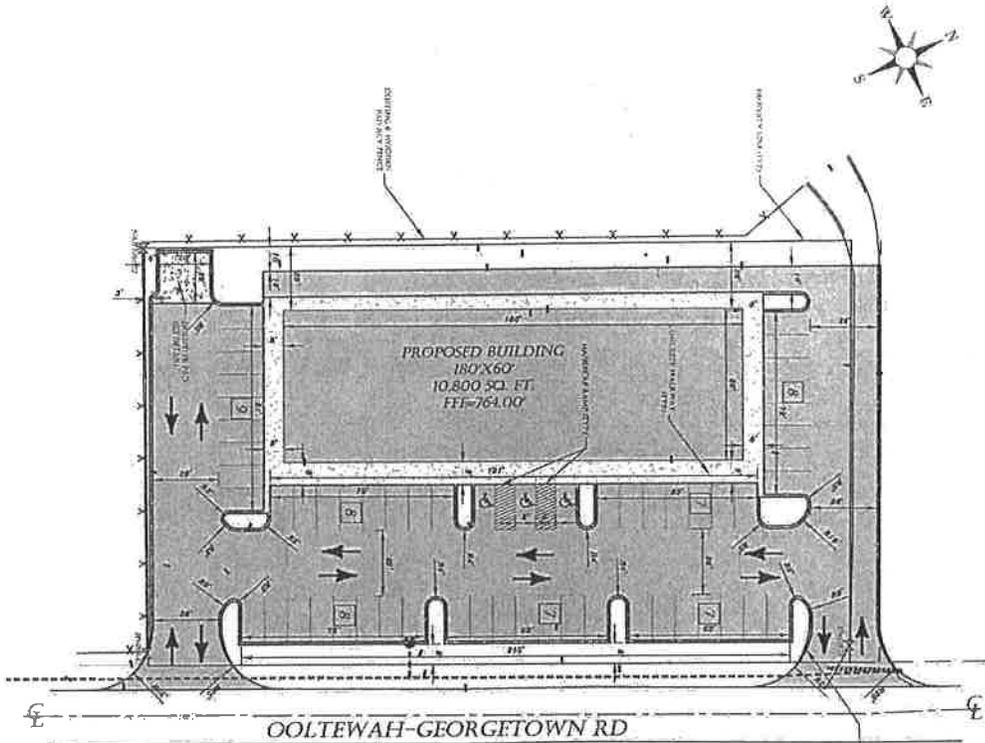


Chattanooga Hamilton County Regional Planning Agency



200 ft





Not To Scale

RECEIVED

JAN 25 2016

- NOTICE:
1. NOT ALL UTILITIES ARE SHOWN AND ALL SHOWN UTILITIES MAY BE ADVERSELY AFFECTED BY CONSTRUCTION.
  2. PROPERTY LINE IS SHOWN BY A DASHED LINE. ALL UTILITIES ARE SHOWN BY A SOLID LINE.
  3. PROPERTY LINE IS SHOWN BY A DASHED LINE. ALL UTILITIES ARE SHOWN BY A SOLID LINE.
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  20. PROPERTY LINE IS SHOWN BY A DASHED LINE. ALL UTILITIES ARE SHOWN BY A SOLID LINE.

	<b>SODERGREN CENTER</b> 6113 & 6117 OOLTEWAH-GEORGETOWN ROAD OOLTEWAH, TN 37363 <b>SITE PLAN</b>		DATE: 1/25/16 TIME: 10:00 AM PROJECT: SODERGREN CENTER	SHEET NO. 1 TOTAL SHEETS: 1
	SCALE: C3.0 SITE PLAN	NORTH ARROW	DRAWN BY: [Name] CHECKED BY: [Name]	PROJECT NO. [Number]

2016-039



# Hamilton County Board of Commissioners RESOLUTION

No. 416-31B

(P.C. NO. 2016-039)

**A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT TO C-2 LOCAL BUSINESS COMMERCIAL DISTRICT, PROPERTIES LOCATED AT 6113 & 6117 OOLTEWAH-GEORGETOWN ROAD**

**WHEREAS**, Karl Sodergren & Kenneth Robison, etal petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District to C-2 Local Business Commercial District, properties located at 6113 & 6117 Ooltewah-Georgetown Road, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, Karl Sodergren & Kenneth Robison, etal requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on April 20, 2016, concerning the passage of this Resolution as required by law, and such hearing having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended, subject to the following conditions: 1) No liquor stores or outdoor amplification; 2) Hours of operation shall be between 7:00 am and 11:00 pm; 3) The dumpster shall be located away from single-family residential uses and serviced between 7:00 am and 9:00 pm; 4) Mechanical units shall be screened from the road and neighboring single-family uses; and 5) Lighting to be directed away from all residential areas, to rezone from A-1 Agricultural District to C-2 Local Business Commercial District, properties located at 6113 & 6117 Ooltewah-Georgetown Road Lots 37 thru 41, Block A, Scoggins Addition to Ooltewah as shown in Book R, Volume 17, Page 415, ROHC and being the property described as Tracts 1 thru 3, Deed Book 4930, Page 964, ROHC. Tax Map 132A-B-001 and 002 as shown on the attached map.

**BE IT FURTHER RESOLVED, THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

April 20, 2016

\_\_\_\_\_  
Date

2016-039 Hamilton County  
March 14, 2016

## RESOLUTION

WHEREAS, Karl Sodergren & Kenneth Robison, etal petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission rezoning from A-1 Agricultural District to C-2 Local Business Commercial District, properties located at 6113 & 6117 Ooltewah-Georgetown Road.

Lots 37 thru 41, Block A, Scoggins Addition to Ooltewah as shown in Book R, Volume 17, Page 415, ROHC and being the property described as Tracts 1 thru 3, Deed Book 4930, Page 964, ROHC. Tax Map 132A-B-001 and 002 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on March 14, 2016,

AND WHEREAS, the Planning Commission heard and considered all statements regarding the petition,

AND WHEREAS, no one was present in opposition to the petition,

AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development,

AND WHEREAS, the Planning Commission has determined that the proposal is compatible with surrounding uses.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on March 14, 2016, recommended to the County Mayor and Members of the County Commission that this petition be approved, subject to the following conditions: 1) No liquor stores or outdoor amplification; 2) Hours of operation shall be between 7:00 am and 11:00 pm; 3) The dumpster shall be located away from single-family residential uses and serviced between 7:00 am and 9:00 pm; 4) Mechanical units shall be screened from the road and neighboring single-family uses; and 5) Lighting to be directed away from all residential areas.

Respectfully submitted,

  
John Bridger  
Secretary



## 2016-039 Rezoning from A-1 to C-2

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2016-039:  
 Approve, subject to the conditions listed in the Planning Commission Resolution.



200 ft



# PLANNING COMMISSION CASE REPORT

Case Number: 2016-039

PC Meeting Date: 03-14-16

## Applicant Request

**Rezone from A-1 Agricultural District to C-2 Local Business Commercial District**

Property Location:	6113 & 6117 Ooltewah Georgetown Road
Property Owner:	Kenneth Robison Etal
Applicant:	Karl Sodergren

### Project Description

- Proposal: Develop 1.17-acre site with an approximately 10,000 square foot commercial center.
- Proposed Access: Main entrance on Ooltewah-Georgetown Road and secondary entrance on Lawford Way.
- Proposed Development Form: single 1-story multi-tenant development located towards the rear of the lot with parking fronting Ooltewah-Georgetown Road.

## Site Analysis

### Site Description

- Location: The vacant site is located on the west side of Ooltewah-Georgetown Road approximately 500 feet south from the Amos Road and Ooltewah-Georgetown Road intersection.
- Current Access: Main entrance on Ooltewah-Georgetown Road and secondary entrance on Lawford Way.
- Tennessee Department of Transportation Functional Classification: Ooltewah-Georgetown Road is designated an Urban Minor Arterial.
- Current Development form: There is a three story garden style apartment complex to the west and single family houses within a 300 foot radius of this site to the north, east, and south.
- Current Land Uses: To the west are high density apartments, to the north, east, and south are single family detached dwellings.

### Zoning History

- The site is currently zoned A-1 Agricultural District.
- The property to the north is zoned A-1 Agricultural District. The property to the east is zoned R-1 Single-Family Residential District with a Planned Unit Development (Resolution #115-26). Directly across from this property is the entrance to the Planned Unit Development. The properties to the south are zoned a mixture of A-1 Agricultural District, R-1 Single-Family Residential District, and O-1 Office District. The property to the west is zoned R-3 Multi-Family Residential District.
- The nearest C-2 Local Business Commercial District (same as the request) is approximately 1,000 feet to the south of the site along Ooltewah-Georgetown Road.

### Plans/Policies/Regulations

- The Wolftever Creek Plan (adopted in 2007) recommends Commercial for this site.
- The C-2 Local Business Commercial District permits retail, consumer service, financial, restaurant, and office uses.

## Key Findings

- The proposal for commercial use is supported by the recommendations of the adopted Land Use Plan for the area.
- The proposed use is compatible with surrounding uses.
- The proposal is consistent with the development form of the area.
- The proposed structure does raise concerns regarding location, lighting, or height.
- The proposal would not be an extension of an existing zone.
- The proposal would set a precedent for future requests.

## PLANNING COMMISSION CASE REPORT

### Staff Recommendation

Approve, subject to the following conditions:

1. No liquor stores or outdoor amplification.
2. Hours of operation shall be between 7:00am and 11:00pm.
3. The dumpster shall be located away from single-family residential uses and serviced between 7:00am and 9:00pm.
4. Mechanical units shall be screened from the road and neighboring single-family uses.
5. Lighting to be directed away from all residential areas.



## 2016-039 Rezoning from A-1 to C-2

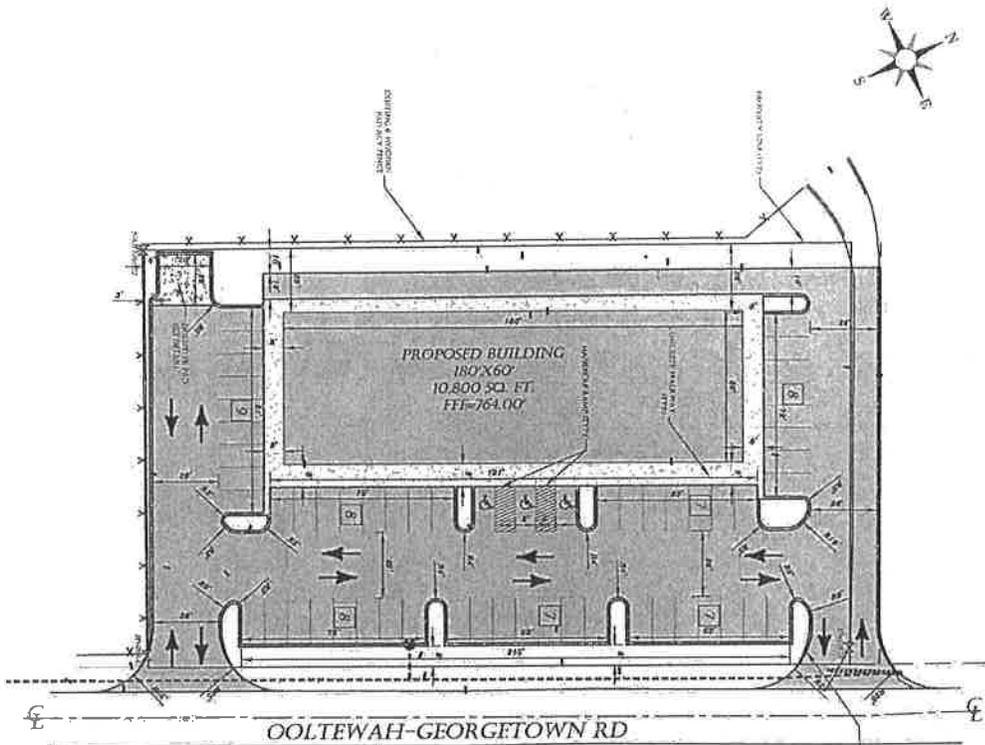


Chattanooga Hamilton County Regional Planning Agency



200 ft





OOLTEWAH-GEORGETOWN RD

Not To Scale

FROM PLANS AT MOBILITY USA  
 CONSTRUCTION PERMITS TO BE  
 OBTAINED FROM THE CITY OF  
 OOLTEWAH, TN

- NOTICE:**
1. NOT ALL UTILITIES ARE SHOWN AND ALL SHOWN UTILITIES MAY BE
  2. ADJUSTED TO ACCOMMODATE THE PROPOSED CONSTRUCTION.
  3. THE PROPOSED CONSTRUCTION IS FOR INFORMATION ONLY. ALL UTILITIES
  4. SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
  5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY
  6. PERMITS AND APPROVALS FROM THE CITY OF OOLTEWAH, TN.
  7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY
  8. PERMITS AND APPROVALS FROM THE CITY OF OOLTEWAH, TN.
  9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY
  10. PERMITS AND APPROVALS FROM THE CITY OF OOLTEWAH, TN.
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  18. PERMITS AND APPROVALS FROM THE CITY OF OOLTEWAH, TN.
  19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY
  20. PERMITS AND APPROVALS FROM THE CITY OF OOLTEWAH, TN.

RECEIVED  
 JAN 25 2016

	<b>SODERGREN CENTER</b> 6113 & 6117 OOLTEWAH-GEORGETOWN ROAD OOLTEWAH, TN 37363 <b>SITE PLAN</b>	<b>DATE:</b> 12/15/15 <b>SCALE:</b> AS SHOWN <b>PROJECT:</b> SODERGREN CENTER <b>CLIENT:</b> MOBILITY USA	<b>DESIGNED BY:</b> [Name] <b>CHECKED BY:</b> [Name] <b>DATE:</b> 12/15/15	<b>PROJECT NO.:</b> 15-001 <b>DATE:</b> 12/15/15	<b>SCALE:</b> AS SHOWN <b>DATE:</b> 12/15/15
	<b>C3.0</b> SITE PLAN	<b>DATE:</b> 12/15/15 <b>SCALE:</b> AS SHOWN <b>PROJECT:</b> SODERGREN CENTER <b>CLIENT:</b> MOBILITY USA	<b>DESIGNED BY:</b> [Name] <b>CHECKED BY:</b> [Name] <b>DATE:</b> 12/15/15	<b>PROJECT NO.:</b> 15-001 <b>DATE:</b> 12/15/15	<b>SCALE:</b> AS SHOWN <b>DATE:</b> 12/15/15

2016-039



# Hamilton County Board of Commissioners RESOLUTION

No. 416-32

**A RESOLUTION TO AMEND THE HAMILTON COUNTY ZONING REGULATIONS, ARTICLE VI, EXCEPTIONS, SECTION 400 SPECIAL PERMITS BY HAMILTON COUNTY COMMISSION, SECTION 401.6, CHANGES AND MODIFICATIONS BY CORRECTING THE WORDING OF ITEM A(4)**

**WHEREAS**, there is a proposal to amend the Hamilton County Zoning Regulations to be consistent with the PUD changes in 2014, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on April 20, 2016, concerning the passage of this Resolution as required by law, and such hearing having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended as follows:

Subsection 401.6 Changes and Modifications

Item "A (4)"

Delete in its entirety and replace with the following:

"Changing single-family detached dwelling to any other residential type".

**BE IT FURTHER RESOLVED, THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
April 20, 2016

\_\_\_\_\_  
Date



**A RESOLUTION TO AMEND THE HAMILTON COUNTY ZONING REGULATIONS, ARTICLE VI, EXCEPTIONS, SECTION 400 SPECIAL PERMITS BY HAMILTON COUNTY COMMISSION, SECTION 401.6, CHANGES AND MODIFICATIONS BY CORRECTING THE WORDING OF ITEM A(4)**

**WHEREAS**, the “major change” section of the Residential PUD requirements are very specific as to what constitutes a “major or minor change” to an approved Residential PUD Plan; and,

**WHEREAS**, in 2014 the PUD requirements were amended so as to reword and clarify the wording of “major and minor changes” to approved Residential PUD Plan so that the wording would be very specific; and,

**WHEREAS**, item A(4) was not included as part of the amendments in 2014 to the “major and minor changes”; and,

**WHEREAS**, so as to be consistent with the PUD changes in 2014 item A(4) should be reworded to clarify that the changing of any residential building type does not constitute a major change. The changing of multi-family residential or townhomes to single-family detached dwellings should not constitute a major change.

**NOW THEREFORE, BE IT RESOLVED**, that the Chattanooga-Hamilton County Regional Planning Commission on March 14, 2016 does hereby recommend to the Hamilton County Commission that the Hamilton County Zoning Regulations be amended as follows:

Subsection 401.6 Changes and Modifications

Item “A (4)”

Delete in its entirety and replace with the following:

“Changing single-family detached dwelling to any other residential type”.

Respectfully submitted,

John Bridger, Secretary

Date of Adoption: March 14, 2016

JB:GH:PD:SH:bs/PUDAMEND3-14-16



# Hamilton County Board of Commissioners RESOLUTION

No. 416-33

A RESOLUTION ACCEPTING THE BID OF INSIGHT PUBLIC SECTOR FOR ONE (1) YEAR CONTRACT UNIT PRICING, BEGINNING APRIL 20, 2016 THROUGH APRIL 19, 2017, FOR IN-CAR VIDEO CAMERA SYSTEMS FOR THE SHERIFF’S OFFICE AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract unit pricing for in-car video camera systems for the Sheriff’s Office; and,

WHEREAS, the bid from Insight Public Sector including camera system, wireless microphone kit and an additional two (2) year warranty amounting to \$5,245.50 each was considered to be the lowest and best bid; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bid of Insight Public Sector for one (1) year contract unit pricing, beginning April 20, 2016 through April 19, 2017, for in-car video camera systems for the Sheriff’s Office is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
April 20, 2016

Date

# HAMILTON COUNTY, TENNESSEE

---

600 Market Street  
Chattanooga, TN 37402  
(423) 209-7000 • Fax (423) 209-7001  
[www.hcsheriff.gov](http://www.hcsheriff.gov)

To: Carolyn Catchings, Purchasing Manager HCSO

From: Ronald Bernard, Information Systems Manager

Re: Bid #0316-120 In-Car Video Systems

---

Carolyn,

Low quote Digital Ally, Inc does not meet technical specifications.

**Accepted – Insight Public Sector**

**Please Purchase:**

<b>ARB-KIT-HD</b>	<b>43</b>	<b>\$4,280.88</b>	<b>\$184,077.84</b>
<b>ARB-M90</b>	<b>43</b>	<b>\$530.65</b>	<b>\$22,817.95</b>
<b>CF-SVCARB2EX2Y</b>	<b>43</b>	<b>\$433.97</b>	<b>\$18,660.71</b>
<b>Total</b>	<b>43</b>		<b>\$225,556.50</b>

Thank you,

*Ronald Bernard*

Ronald Bernard  
Hamilton County Sheriff's Office  
Information Systems Manager  
423-209-7015

## SPECIFICATIONS

Hamilton County, Tennessee is soliciting sealed bids for the purpose of establishing a twelve (12) month contract for the procurement of In-Car Video Systems, under a unit price agreement. It is the purpose of this bid to describe the video system for use by the Hamilton County Sheriff's Office. The attached specifications have been written to define the minimum acceptable standards allowed for this bid. The County will only consider bids that meet or exceed these specifications.

During the contract period covered by this bid, technology may change the availability or cost of the described equipment. As existing model lines are superseded by improved technology more advanced machines may be substituted for the currently described equipment at the original bid pricing or a lower price may be offered.

Throughout the terms of this contract,

- no minimum order quantities will apply to this contract and overages [or charges for overages] are not allowed;
- the vendor(s) will be expected to guarantee delivery within thirty (30) days of receipt of any order;
- all materials must be shipped F.O.B Chattanooga, TN to the designated Hamilton County location;
- any and all shipping, handling, freight or mileage charges must be incorporated into the unit pricing submitted and shall not be added as separate items added to invoices sent to Hamilton County for payment;
- no additional charges will be allowed;
- Prices will be guaranteed not to increase during the term of the contract [See paragraph on Substitution and Technology Refreshment below].

**Substitution and Technology Refreshment:** If at any time during the life of this agreement, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the agreement holder shall provide a proposal to include the new or revised products on this agreement. Proposed prices for new or revised products shall be constructed for most favored prices. Discounts shall be at the same or greater discount level as the original agreement product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the agreement holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features/functionality, and successor or upgrade products.

**Equipment Ordering and Delivery:** Vendor must agree to designate one individual as point of contact for all purchase communications.

All orders will be placed by either the Hamilton County Purchasing Department or the Hamilton County Sheriff's Department. All deliveries will be made to Hamilton County Sheriff's Department at 600 Market Street, Attn: Ron Bernard, Suite G-30, Chattanooga, TN 37402.

**Payment:** Hamilton County expects to place multiple orders based on the pricing included in the accepted bid package. Only the specific amounts ordered, per purchase order, should be invoiced by the vendor. Vendors may submit invoices for payment only on items that have been received by Hamilton County. Payment will be made upon receipt of the invoice for each individual order.

**Contract Termination:** If at any time the supplier is unable or unwilling to provide the product as outlined in the bid, the supplier or the County may have the option to terminate the agreement. The Contract may be terminated by either party by giving written notice to the other at least sixty (60) days before the effective date of termination.

**Bid Award:** Hamilton County reserves the right to waive any irregularities or reject any or all bids.

**Bid Submission Requirements:**

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on March 29, 2016 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid#0316-120: In-car Video Systems". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

**NOTE: IMPORTANT DELIVERY / MAILING INSTRUCTIONS**

*NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.*

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0316-120: In-Car Video Systems from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

All Shipping/delivery charges are to be included in bid pricing. All bids are to be FOB Chattanooga, Tennessee 37402.

**Contacts:**

Please contact the following with questions concerning product specification:

**Technical Contact**

Hamilton County Sheriff's Office  
Ron Bernard  
Information System Manager  
600 Market St.  
Chattanooga, TN 37402  
Phone: (423)209-7024  
Email: [rbernard@hcsheiff.gov](mailto:rbernard@hcsheiff.gov)

Please contact the following with questions concerning purchasing procedures:

**Purchasing Contact:**

Linda Chumbler  
Senior Buyer/RFP Coordinator  
455 N. Highland Park Avenue  
Chattanooga, TN 37404  
Phone: (423)209-6350  
Email: [LindaC@HamiltonTN.gov](mailto:LindaC@HamiltonTN.gov)

Installation of equipment will require **Minimum Limits of Insurance** as listed below.

**Minimum Limits of Insurance:**

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
  - a) Premise/Operations
  - b) Products/Completed Operations
  - c) Contractual
  - d) Independent Contractors
  - e) Broad Form Property Damage
  - f) Personal Injury
  
2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
  - a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos

3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

In addition, **Hamilton County shall be listed as an additional insured** on the above required liability insurance policies. A signed certificate of insurance shall evidence all policies and coverage shall not be cancelled without a minimum of **thirty (30) days** cancellation notice to the Hamilton County Risk Management Office. All coverage shall be placed with Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County's Risk Manager. For listing purposes as to the additional insured, please use the following:

Hamilton County, TN  
C/o Hamilton County Risk Management Office  
317 Oak Street, 2<sup>nd</sup> Floor  
Chattanooga, TN 37403

## Technical Specifications for In-Car Video System

### A. Digital Video System Specifications

Technical Specifications for pricing response are comparable to the following SKU numbers for a Panasonic Arbitrator:

- ARB-KIT-HD Arbitrator MK 3 NO MICROPHONE Main Unit Includes: GPS, HD Front Camera, In-car Mic, 256GB SSD, Battery Backup, Power Distribution Center, Wiring Kit, Server & Laptop software, and Wireless 1 Option
- ARB-WV-VC31-C HD Rear Camera with Black Body + Cable (IR Emitter)TGS-3DP Vehicle Mounted G-Force sensor (Crash Sensor)
- ARB-M90 Add'l 900 Mhz Wireless Mic Full Kit Includes: Transmitter, Receiver, Wiring Harness, Antenna, Charging Base (Stand and AC Adapter), Leather Pouch, and Lapel Microphone

### INSTRUCTIONS

Carefully read each technical requirement listed. When responding, indicate which specifications you meet or do not meet by entering the appropriate response in the left most columns.

Below each requirement is a blank text area reserved for further explanation of your response.

When responding, keep in mind that it is our desire to procure and implement a completely integrated Digital Video System. Any response of 'YES' indicates that the Vendor's proposal fully meets the specification as written. Partial compliance must be entered as 'NO', and further explanation provided. Blank entries will be understood to be a response of 'NO'.

1. System Description		
YES	NO	
		<p>A) The Patrol Car Video System shall consist of an in-vehicle camera, digital video/audio recorder, operator controls via software interface (GUI), in-vehicle microphone, and wireless microphone system to provide audio and video recording of traffic stops, pursuits, D.U.I. tests, etc.</p> <p>The system must support up to five cameras with 5ch Simultaneous Recording and 3 Channel Audio Simultaneous Recordings.</p> <p>The Patrol Car Video System shall also include administration and management software to manage the information recorded in the car and a turnkey wireless upload / storage server system.</p>
		<p>B) The cost of the Patrol Car Video System shall include all the necessary cabling, wiring, brackets, and accessories required to complete a vehicle installation. The system must be shipped in a kit bundled individually for each vehicle.</p>

		C) The Patrol Car Video System must be field and laboratory-tested to verify its acceptable level of performance and conformity to specifications.
		D) Any proposed Patrol Car Video System must be industry ready and currently deployed at Local, State, Federal or Military agencies.
		E) Include a rear seat camera
EXPLANATION <i>(identify and describe any non-compliance with these requirements below)</i>		

2. Components that will be installed in the vehicle		
YES	NO	
		A) Cameras mounted on the windshield glass via glue, magnet, or other adhesives are unacceptable.
		B) The Camera Mounting Bracket shall present a method to securely mount the camera in the front inside compartment of the vehicle that does not inhibit or prevent the occupant from safely operating the vehicle.
		C) The Camera Mounting Bracket must allow the camera to swivel 180 degrees in either direction to allow the camera to capture 360 degrees of video. The Camera Mounting Bracket shall be such that the camera can also be physically moved up and down to allow the officer to capture differing angles of video when the object of focus of the video can be better viewed at a later time.
		D) The Mounting Bracket shall be constructed in such a manner that it does not necessarily require the user to drill extra holes in the vehicle to accomplish the mounting of this device.
		E) The Mounting Bracket shall be included in the camera kit and not sold as an accessory. The manufacturer must guarantee in writing the availability of the bracket as a replacement part for a minimum of 7 (seven) years from the date the product reaches its manufacturer's end of life. The part replacement guarantee must be submitted with the respondent's proposal.
		F) The Mounting device must allow the user to manipulate the camera's angle / direction without the use of tools. A wing-nut type of fastener is preferred.
		G) The video recorder shall be sufficiently small in size to allow for mounting inside a standard sized patrol car. The standard form factor of police console equipment is preferred.

		H) The audio transmitter shall be sufficiently small in size to allow for easy mounting inside a patrol car without significantly impacting the location of currently mounted equipment.
EXPLANATION (identify and describe any non-compliance with these requirements below)		

3. Digital Camera Specifications		
YES	NO	
		A) The camera shall be a digital color camera and shall be capable of operating in extreme weather conditions. The camera must be controlled and powered by the recorder unit.
		B) The camera shall not be subject to burn in and shall be highly resistant to shock and vibration.
		C) The camera must be sensitized to infra-red light, capable of reaching light sensitivity of 0.5 lux in the color mode and 0.02 lux in the black and white mode.
		D) The low light functionality must be capable of being configured to allow either for automatic operation or manual adjustment to light sensitivity.
		E) Parts replacement guarantee - The camera's manufacturer – not the reseller / dealer - must guarantee in writing the availability of camera parts for a minimum of 7 (seven) years from the manufacture end of product life. The part replacement guarantee must be submitted with the respondent's proposal.
		F) The camera shall incorporate an Auto Iris - non motorized (galvanic) lens. The Auto Iris Lens will automatically adjust for varying light levels (AE exposure).
		G) The camera shall come standard with a Wide Angle Lens capable of covering a minimum 65 degrees of viewing angle or horizontal coverage of 25 ft. when the camera is focused on an object 20 ft. away.
		H) The camera shall include a zoom feature with an optical zoom of 30X and a digital zoom of 12X with a ratio 360:1. The effective focal length of the lens shall be a minimum of 4.3 mm to 129 mm.
		I) The camera shall have Automatic Zoom and must be capable of being configured to set the level and time the camera holds the defined level of zoom level before returning to the default setting.
		J) The camera shall have a Manual Zoom.
		K) The camera shall utilize a Record Indicator. The indicator must be built into the front of the camera's housing. This indicator must be configurable, and if operating will allow the officer to easily ascertain if the camera is recording when the officer is outside the vehicle.
		L) The camera shall have the ability to "stop" the recording with a camera button.

		M) The ability to turn on and turn off backlighting on the camera buttons is required.
		N) The camera and recorder unit must be separate components
<b>EXPLANATION</b> <i>(identify and describe any non-compliance with these requirements below)</i>		

4. Video / Audio Recording Unit		
YES	NO	
		A) All video and audio information must be recorded in a digital format.
		B) The video must be compressed using the ISO/IEC Motion Pictures Experts Group (MPEG) standard MPEG-4, using H.264 High Profile compression.
		C) The storage capacity of the recording system (including audio or not) must be as follows: <ul style="list-style-type: none"> <li>• Minimum 164H at the condition, SSD 512GByte, Front Camera x1 (1280x720, Video Quality "M"), Microphone x 2.</li> <li>• Minimum 1980H at the condition, SSD 512GByte, Front Camera x1 (320x180, Video Quality "L"), no Microphone.</li> <li>• Minimum of 256 GB, expandable to 512 GB of storage space.</li> </ul>
		D) Information recorded by the in-car recording system must be transferable to the storage server with minimal user intervention. Provide a description and workflow of the proposed transfer / upload methodology. Options must include all of the following: wireless, wired, or physical transfer.
		E) Removable hard drives and optical drives shall not be used for live recording of video.
		F) The digital video recorder unit shall be capable of operation in any orientation. Modifications to the recorder to meet this requirement shall not be acceptable.
		G) The digital video recorder in the vehicle must restrict access to the storage media and not allow removal of the storage media by unauthorized personnel. The recording unit shall house the recording media in a lockable compartment so as to allow only those with authorization and a key to remove the storage media from the unit.
		H) The digital video recorder shall not employ any moving electro-mechanical parts with the exception of a fan, if necessary.
		I) The digital video recording system shall employ a method to record events prior to activation of the recorder. The minimum time prior to activation of record shall be 0 seconds and a maximum time of 90 seconds with the option to exclude audio during the pre-event recording. A system recording media shall not be used for a continuously operated buffer to achieve this function.
		J) The digital video recording system shall employ a method to record events after de-activation of the recorder. The minimum time recorded after de-activation of the recorder shall be 0 seconds and a maximum time of 90 seconds with the option to exclude audio during the post-event recording. A system recording media shall not be used for a continuously operated buffer to achieve this function.
		K) The system shall be able to continue to record events prior to activation of the recorder even during playback.
		L) The system shall record at a resolution of up to 1920x1080.
		M) Parts replacement guarantee - The video recording unit's manufacturer – not the reseller / dealer - must guarantee in writing the availability of the video recording unit as a replacement part for a minimum of 7 (seven) years from the product manufacture end of life. The part replacement guarantee must be submitted with the

		respondent's proposal.
		<p>N) The digital video recorder shall be rugged and able to withstand temperature extremes; dust, moisture, and vibration such as may be encountered if mounted in the trunk or passenger compartment of a patrol car</p> <ul style="list-style-type: none"> <li>- Support up to 16 configurable triggers</li> <li>- Embedded GPS unit</li> </ul>
		<p>O) Files should be stored on a secure digital device that is rugged enough to withstand extreme temperatures, heat, dust, and vibration To prevent failure, moving drive parts are unacceptable. The storage media should withstand 10,000 insertions / removals from internal connection bay(s).</p>
		<p>P) The recording media must be SSD (Solid State Drive) which the capacity is at least 128GB, and must be capable of up to 2 SSD.</p> <ul style="list-style-type: none"> <li>• The recorder shall write files to the SSD in a secure proprietary format, so that the files remain secure and cannot be played with an off the shelf media player (Microsoft Media Player, Real Player, QuickTime, etc.).</li> <li>• The files will be verified for integrity via a SHA-256 hash checksum at each point of transfer to ensure integrity.</li> </ul>
		<p>Q) The storage media must utilize a methodology that can prevent accidental recording over existing files.</p>
		<p>R) The system will include one wireless microphone. This microphone will be capable of reaching recordable ranges up to 5000 feet with the addition of antennas, which may be mounted on the windshields, etc.</p>
		<p>S) The system shall be capable of supporting up to one wired microphone and up to two wireless microphones in which all, as configured by the administrator or user, can record to the file at the same time.</p>
		<p>T) The wireless microphone must be capable of the following:</p> <ul style="list-style-type: none"> <li>• Remotely activating the recorder if triggered by the operator.</li> <li>• The ability to indicate during live and playback if microphone has been muted.</li> <li>• Ability to indicate during live and playback whether the microphone has been synchronized to its receiver/base.</li> </ul>
		<p>U) A lavalier microphone system that shall be compact and lightweight, and easily attach to the officer's uniform. The lavalier microphone must utilize a plug connector that easily detaches from the transmitter.</p>
		<p>V) Each wireless transmitter shall:</p> <ul style="list-style-type: none"> <li>• Allow users the ability to quickly and easily synchronize with multiple vehicle base units.</li> <li>• Notify user when out of range or low battery.</li> <li>• Notification modes must be adjustable as to not risk officer safety.</li> <li>• Audible tones are not permitted.</li> </ul>
<p><b>EXPLANATION</b> <i>(identify and describe any non-compliance with these requirements)</i></p>		

5. File Management System		
YES	NO	
		A) The system must be compatible with Windows 7 and above and current Microsoft Server Technologies.
		B) The wireless upload option from a vehicle to a designated file management server shall be configurable to allow for either an automatic upload or a user executed upload.
		<p>C) The file management server shall provide the following (or similar) types of file storage options:</p> <ul style="list-style-type: none"> <li>• Temporary storage, for files being processed</li> <li>• Auto Import feature, to enable data flow from one server to another.</li> <li>• Multiple libraries for evidence storage and management until file retention period is met.</li> <li>• Archive storage area, to exclude files from being actively managed, while documenting their departure from the managed environment.</li> <li>• Unprocessed storage area for any evidence which is not verifiable at the time of processing.</li> </ul> <p>Each of these storage areas shall have the ability to monitor free disk space and automatically alert the administrator of the system if the available disk space drops below a user defined minimum level of free disk space.</p>
		D) The file server shall provide a methodology for measuring the age and/or designation of a video file, and without user intervention, move it to the appropriate file storage location or delete it based on retention policy. Each action taken by the system in this regard shall be fully logged and reportable upon demand.
		E) At a minimum, the file server shall authenticate users with a username and password. The system must support Microsoft Active Directory.
		<p>F) User's Rights</p> <p>The system administrator shall have the ability to assign various users rights including:</p> <ul style="list-style-type: none"> <li>• Import System Files (.AV Video)</li> <li>• Import Non-System Video Files</li> <li>• Operate Live Streaming</li> <li>• Create Case File</li> <li>• Run Report</li> <li>• Manage Update</li> <li>• Manage User/User Groups</li> <li>• Manage Rules</li> <li>• Evaluate Rules</li> <li>• Manage Classify</li> <li>• Change System Configuration Settings</li> <li>• View Your Own Files (All Types)</li> <li>• Playback Files Recorded Without Any Officer ID</li> <li>• Right To See The File Recorded Without Any Officer ID</li> <li>• Playback Your Own Video Files</li> <li>• Playback All System Video Files (.AV Video)</li> <li>• View All Non-System Video Files</li> </ul>

		<ul style="list-style-type: none"> <li>• Edit Bookmarks/Classify/Snapshots</li> <li>• Delete System Video Files</li> <li>• Verify System Video Files (.AV Video)</li> <li>• Export System Video Files (.AV Video)</li> <li>• Export Non-System Video Files</li> <li>• Archive System Video Files (.AV Video)</li> <li>• Archive Non-System Video Files</li> </ul>
		G) The system administrator shall have the right to assign users to group associations based on agency defined needs such as Supervisors, Evidence Technicians, Detectives, Patrol, etc.
		H) The file management server shall provide the ability for an end user to Classify a video file for ease of retrieval at a later time, or to designate the file as a file of a certain type, such as Traffic Stop.
		<p>I) The Evidence management system shall provide the administrator with the ability to manage all new and existing evidence in a very precise manner. This will be accomplished by creating rules which affect new and existing evidence. Each rule will have a unique name, and the ability to immediately disable the rule. The function of the rule is to affect selected evidence based on selection criteria causing certain effects to each selected evidence record.</p> <ol style="list-style-type: none"> <li>1. Criteria can include one or more of the following. <ul style="list-style-type: none"> <li>• Classify</li> <li>• Officer 1</li> <li>• Officer 2</li> <li>• Bookmark Note</li> <li>• User specified label field, for example: Agency</li> <li>• User specified label field, for example: Cruiser</li> <li>• User specified label field, for example: Team</li> <li>• User specified label field, for example: District</li> <li>• User specified label field, for example: Vehicle ID</li> </ul> </li> <li>2. Effects shall include but are not limited to the following: Administrator specified permissions or rights to perform all system functions related to evidence. These permissions must be able to be granted or denied for each specified user or group in the system. Storage duration Storage Location(s)</li> </ol>
		<p>J) There shall be a reportable audit trail within the system documenting activities such as:</p> <ul style="list-style-type: none"> <li>• File - File Activity</li> <li>• System settings</li> <li>• Group Settings</li> <li>• User Settings</li> <li>• Evidence Rule settings</li> <li>• Classify Tag Settings</li> <li>• Case File Settings</li> <li>• Remote Update</li> <li>• Report – System &amp; File Reporting</li> </ul>

		<ul style="list-style-type: none"> <li>• Setting Entries – Modifications to (XXXX) Settings</li> <li>• Streaming</li> <li>• Login</li> <li>• Logout</li> </ul>
		K) The system shall provide an easy to use interface to generate the audit trail reports that detail every activity associated with all users, files, and groups.
		<p>L) File Searches</p> <p>Evidence must be immediately available to all users with permissions to view or act on said evidence. Quick search features shall provide for the ability to specify a date range, and search on the following criteria:</p> <ul style="list-style-type: none"> <li>• All records</li> <li>• Classify Tag</li> <li>• Classify Note</li> <li>• Bookmark Note</li> <li>• User Name</li> <li>• Filename</li> <li>• Further, the system shall provide for multiple searches, allowing for all stated criteria to be used when searching within the results of a previously executed search.</li> </ul>
		<p>M) There must be an advanced search feature allowing the user to narrow down the search even further by a number of criteria which includes any one or any combination of the following:</p> <ul style="list-style-type: none"> <li>• Origin (Area, Shift, Unit, Agency, Vehicle ID)</li> <li>• File Description, Username</li> <li>• Bookmark, Classification Description</li> </ul> <p>Each advanced search shall be able to be saved to the current users “saved search” area, allowing the user to double click on saved search name and immediately rerun the saved advanced search and display current results.</p>
		<p>N) Meta-data must be able to include:</p> <ul style="list-style-type: none"> <li>• Time</li> <li>• Date</li> <li>• Shift Start</li> <li>• Shift End</li> <li>• Officer Badge for 2 Officers</li> <li>• Officer Full Name for 2 Officers</li> <li>• Type of Shift (Morning, Afternoon, etc.)</li> <li>• Bookmarks (Officer Notes)</li> <li>• Configurable Triggered Events through GPIO</li> <li>• GPS Collection by Configurable Interval</li> </ul>
		<p>O) Bookmarks</p> <p>Users must be able to create bookmarks attached to the video files at the server level when reviewing video files.</p> <p>Users must also be able to navigate to a pre-recorded bookmark in an existing file.</p>
		P) GPIO Status: As triggers are activated they are reflected in the GPIO status window during live operation and playback. Certain triggers, such as a Braking Indicator, must be available during pre-event recording mode.

		Q) Meta-Data playback: Any information collected with video files is played back along with the video files during review including the timeline, recreating the experience for the viewer.
		R) Full Video Playback Control: Rewind (x2 , X4, x20); Play; Fast Forward (x2, X4, x20); Slow Motion (1/2 and ¼ Speed); Audio1, Audio 2, Audio 3 in Car Mic independently mutable; Pause; Stop; 16:9 screen playback window.
		S) The file management server must be flexible in the storage and management of evidentiary data.
<b>EXPLANATION</b> <i>(identify and describe any non-compliance with these requirements below)</i>		

6. User Interface		
YES	NO	
		A) The in-vehicle recording system shall be able to be controlled by a touch screen Software User Interface if available.
		B) The system shall provide included software that allows a department administrator to configure camera settings, recording quality (resolution), power constraints and limits, and system triggers as well as a number of other functions as described in this Bid.
		C) The Software User Interface display shall provide indicators of critical information. These shall include: <ul style="list-style-type: none"> <li>• Date and Time</li> <li>• Time Remaining for Recording</li> <li>• GPS Coordinates</li> <li>• Optional Radar Interface</li> <li>• Active and Inactive GPIO Triggers (light bar, microphone, brakes, etc).</li> <li>• Current status as indicated by video processing unit: Upload Status; Ready (turned on); Busy (system recording, system playback etc)</li> </ul>
		D) The client front end software application shall provide a comprehensive system user interface. The interface shall be easily navigated via touch screen, if available, or by a mouse. This interface shall be able to be minimized at any time so as not to interfere with other computer applications. The recording indicator shall remain on-screen even while minimized, and shall indicate recording in progress, even when minimized.
		E) The client front end software application shall provide the ability to display other critical system programs (CAD, mapping) by minimizing the video software application while still displaying full motion video and basic camera controls.
		F) The system shall have the ability to record bookmarks identifying a specific portion of video either during or after the video has been recorded in the car. The bookmarks must be both capable of providing free text fields.
		G) The system shall have the ability to classify every video event by administrator defined list.
		H) The system shall allow the officer/operator to take snapshots at any time in live or playback of any particular section of video. That snapshot shall be capable of being stored as a jpeg file at a designated location on the hard drive of the in-car computer. The snapshot function will provide a designated user with the ability to 'enhance' the video snapshot without affecting the integrity of the original video file.
		I) The user interface shall allow easy navigation through the preset camera configurations.
		K) The system will have the ability through the software interface to notify the users when storage is critically low based on an adjustable minimum available space notification warning.
EXPLANATION <i>(identify and describe any non-compliance with these requirements below)</i>		

7. Other system features		
YES	NO	
		A) The system shall start recording automatically when the wireless microphone is activated. This feature must be a default setting that cannot be disabled by end users.
		B) The system shall utilize General Purpose Input/Output (GPIO) triggers that can be configured to automatically activate the recorder when triggered. There shall be no less than sixteen user-defined GPIO sensor inputs available. Essentially, any device capable of providing an electrical signal may be connected to the GPIO triggers  Examples of GPIO activated events are: <ul style="list-style-type: none"> <li>• Emergency Lights / Siren</li> <li>• Shotgun/Rifle Mounts</li> <li>• Crash sensors</li> </ul>
		C) The system must be capable of operating with the vehicle's ignition off up to a maximum time of 0 to 120 minutes or upon the completion of uploaded data that is configurable.
		D) The Manufacturer shall fully guarantee the Digital Video / Audio System to be free of defects in materials or workmanship for a period as listed below. Provide the warranty terms and any available extended / no-fault warranty options: Minimum warranties shall include: 3 Years – Primary Video Camera 1 Year – Rear Camera 3 Years – VPU/Recorder Unit 1 Year - Wireless Receiver Unit 3 Years - Storage Media Cards 1 Year - Wireless Transmitter 1 Year – Transmitter Battery 90 Days – External Antenna 90 Days – GPS Antenna 90 Days - Lapel Microphone 90 Days - In Car Microphone 90 Days – USB / Adapter 1 Year – Desktop Charger 1 Year – Charger Adapter 90 days - all system component interconnect cables
		E) The system shall include a separate battery backup unit that will continue to provide power upon the loss of power from the vehicle. The system must be able to automatically record on power swap from main vehicle power to secondary battery backup power source.
EXPLANATION <i>(identify and describe any non-compliance with these requirements below)</i>		

**B. Component Details Specification**

<b>1. NVR (Network Video Recorder)</b>		
<b>YES</b>	<b>NO</b>	
		The recorder must operate independently of the mobile computer in the vehicle. Instant-on recording is required within 60 seconds of power on.
<i>EXPLANATION (identify and describe any non-compliance with these requirements below)</i>		
<b>2. Data Upload</b>		
<b>YES</b>	<b>NO</b>	
		The in-vehicle NVR shall support data upload via multiple methods: <ul style="list-style-type: none"> <li>• Wireless (VPU/Recorder unit) 802.11n 2x2</li> <li>• Wireless (Via MDC/laptop)</li> <li>• Wired - Ethernet connection (1GB)</li> <li>• Removable storage media (SSD via USB adapter)</li> </ul>
<i>EXPLANATION (identify and describe any non-compliance with these requirements below)</i>		
<b>3. GPS</b>		
<b>YES</b>	<b>NO</b>	
		The system shall include a GPS receiver dedicated to the Video Recording Unit.
<i>EXPLANATION (identify and describe any non-compliance with these requirements below)</i>		
<b>4. Wireless Microphone</b>		
<b>YES</b>	<b>NO</b>	
		Talk Time / Charge Time: <ul style="list-style-type: none"> <li>• Officer microphone shall have – 3 hour Re-charge Time /up to 13 Hour Talk Time)</li> </ul>
<i>EXPLANATION (identify and describe any non-compliance with these requirements below)</i>		
<b>5. In-Vehicle Microphone</b>		
<b>YES</b>	<b>NO</b>	
		The system shall include an in-vehicle microphone for recording audio from anywhere inside the vehicle.
<i>EXPLANATION (identify and describe any non-compliance with these requirements below)</i>		
<b>6. Touch screen display</b>		
<b>YES</b>	<b>NO</b>	
		The Software User Interface application shall provide a user friendly touch screen capable interface.

<b>EXPLANATION</b> <i>(identify and describe any non-compliance with these requirements below)</i>		
<b>7. DVMS (Digital Video Management System) or Server</b>		
<b>YES</b>	<b>NO</b>	
		<p>Configuration Management: The DVMS shall facilitate remote configuration updates to the following:</p> <ul style="list-style-type: none"> <li>• In-vehicle recording unit firmware</li> <li>• Front end Software User Interface</li> <li>• Back End Client (in PD workstation)</li> <li>• In-vehicle recorder settings</li> </ul>
<b>EXPLANATION</b> <i>(identify and describe any non-compliance with these requirements below)</i>		
<b>8. DVMS Formats</b>		
<b>YES</b>	<b>NO</b>	
		<p>The DVMS shall allow the user to duplicate and manage files in the following formats:</p> <ul style="list-style-type: none"> <li>• Author a DVD for playback on a standalone DVD player.</li> <li>• Create a digital file compatible for playback on a computer with a tool such as Windows Media Player.</li> <li>• Export the video and metadata to a file folder. This folder can be burned on a DVD or placed on a removable drive. The folder shall contain .AVI files, all metadata, video incident audit log, and optionally a program that can play and view the metadata simultaneously.</li> </ul>
<b>EXPLANATION</b> <i>(identify and describe any non-compliance with these requirements below)</i>		
<b>9. Chain of Custody Audit Log</b>		
<b>YES</b>	<b>NO</b>	
		<ul style="list-style-type: none"> <li>• The DVMS shall provide an audit log that tracks all access to video incidents.</li> <li>• The DVMS shall provide a printable audit log report that tracks the history of user access to all video incidents. The log shall track: date/time, user, incident ID, viewed, annotated, copied, or if a classification was changed.</li> <li>• The DVMS shall provide a comprehensive log of all significant system functions required for chain of custody.</li> </ul>
<b>EXPLANATION</b> <i>(identify and describe any non-compliance with these requirements below)</i>		
<b>10. Erasure Prevention</b>		
<b>YES</b>	<b>NO</b>	
		The system shall have the capability of preventing the user from erasing, altering, and/or recording over previously recorded information.

**EXPLANATION** *(identify and describe any non-compliance with these requirements below)*

**C. Professional Services**

<b>1. Training and Consulting Services</b>		
<b>YES</b>	<b>NO</b>	
		Do you offer Vehicle Installation? (price separately) Do you offer Vehicle Installation Training?(price separately) Assistance Software Installation & Consulting Do you offer Training for System Administrator, End Users, or Train the Trainer? (price separately)
<b>EXPLANATION</b> <i>(identify and describe options for training and consulting services)</i>		
<b>2. Help Desk and Support Services</b>		
<b>YES</b>	<b>NO</b>	
		Help Desk and Support Remote Server Administration / Maintenance Software Upgrades/Maintenance
<b>EXPLANATION</b> <i>(identify and describe options for help desk and support services)</i>		
<b>3. Extended Warranty (Hardware)</b>		
<b>YES</b>	<b>NO</b>	
		Extended Warranty for Hardware Components (price separately)
<b>EXPLANATION</b> <i>(identify and describe options for extended warranty programs)</i>		
<b>4. No-Fault Warranty (Hardware)</b>		
<b>YES</b>	<b>NO</b>	
		No Fault Warranty for Hardware Components
<b>EXPLANATION</b> <i>(identify and describe no fault warranty programs)</i>		

**Technical Contact**

Ron Bernard  
Hamilton County Sheriff's Office, I.S. Manager, 423-209-7015 rbernard@hcsheiff.gov

**Note Option:** The method of installation will be determined before award of bid. Please bid a price for installation of the units by your company representative and a price for training a source at the Sheriff's Office for in-house installation. The initial order will be for forty-three units.

**Pricing Sheet for In-car Video Systems:**

In-car Video System: \$ \_\_\_\_\_ ea.

Make/Model: \_\_\_\_\_

Three (3) year Extended Warranty: \$ \_\_\_\_\_  
(Hardware)

**Option:**

Cost for Installation (ea.) unit: \$ \_\_\_\_\_ ea.

Training for Department Install: \$ \_\_\_\_\_

**Company must include a detailed equipment list in their bid response package.**

Please include name of manufacturer, product/item numbers, manufacturer's brochures or any other identifying information to aid in bid evaluation.

Company Name: \_\_\_\_\_

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

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

## AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing NO misrepresentations. The information is NOT tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Authorized Signer (Printed or Typed)

\_\_\_\_\_  
Title of Authorized Signer

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Address, City and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

21. **DISADVANTAGED BUSINESS PROGRAM:** Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [DBE@HamiltonTN.gov](mailto:DBE@HamiltonTN.gov)

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
37. **WARRANTIES:** All warranty information must be furnished.
38. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

**HAMILTON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.**



**Hamilton County, Tennessee On-Line Bid Administration System**

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**Solicitation - Log**

3/15/2016 8:17 AM Eastern

Solicitation Title: In-Car Video Systems  
 Number: 0316-120  
 Bids Due: 3/29/2016 10:30:00 AM Eastern  
 Status: Open

Visible to Vendors: [Currently Visible](#) | [Hide](#)

Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
3/15/2016 8:17:00AM	Eastern	Linda Chumbler	<a href="#">0316-120 - In-Car Video Systems</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access the bid documents.	879	4

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**Please run the attached ad on March 15, 2016, in the legal notices.**

**LEGAL NOTICE**

Bids for one (1) year contract unit pricing for In-Car Video Systems will be opened at 10:30 A.M. on March 29, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



In-car Video Systems  
March 29, 2016

Sheriff's Department  
10:30 a.m.

Vendor:	Insight Public	Brekford
	Sector, Inc.	Corporation
Unit Price:	\$5,209.33	\$6,138.00
3 yr. Extended Warranty:	\$438.85	\$560.00
Installation Cost per Unit:	\$654.56	\$380.00
Training for Dept. Install:	\$2,799.51	\$2,400.00
Delivery:	14-21 days	?
Terms:	Net 30	?

Request For Bids:	
Newspaper Ad:	3/15/2016
Vendor Notification:	879
Vendor Response:	3
Budgeted:	Capital Outlay

Submitted a bid, but did not meet specs:  
Digital Ally, Inc.

In-car Video Systems  
 March 29, 2016

Sheriff's Department  
 10:30 a.m.

Vendor:	Insight Public Sector, Inc.	Brekford Corporation
Base + Microphone	\$4,811.53	\$6,138.00
3 yr. Extended Warranty on base unit included in base price:	\$438.85	\$560.00
2 yr. Additional Extended Warranty on base unit (year 4&5):	\$433.97	No Quote
Installation Cost per Unit:	\$654.56*	\$380.00*
Training for Dept. Install:	\$2,799.51*	\$2,400.00*
Delivery:	14-21 days	?
Terms:	Net 30	?

\*Installation & Training option not selected

Request For Bids:	
Newspaper Ad:	3/15/2016
Vendor Notification:	879
Vendor Response:	3
Budgeted:	Capital Outlay

Submitted a bid, but did not meet specs:  
 Digital Ally, Inc.



# Hamilton County Board of Commissioners RESOLUTION

No. 416-34

A RESOLUTION APPROVING THE PURCHASE OF TWO (2) RAPIDSENSE™ PORTABLE CHEMICAL RADIATION NUCLEAR AND EXPLOSIVES DETECTORS AMOUNTING TO \$90,200.00 FROM PARAGON RESEARCH CORPORATION FOR THE SHERIFF’S OFFICE AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, a quotation was received for two (2) RapidSense™ Portable Chemical Radiation Nuclear and Explosives Detectors amounting to \$90,200.00 for the Sheriff’s Office; and,

WHEREAS, Paragon Research Corporation is the sole source for product; and,

WHEREAS, the amount of \$90,200.00 is considered economically fair; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the quotation from Paragon Research Corporation for two (2) RapidSense™ Portable Chemical Radiation Nuclear and Explosives Detectors for the Sheriff’s Office amounting to \$90,200.00 is hereby accepted, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
April 20, 2016

\_\_\_\_\_  
Date



## Paragon Research Corporation

4845 University Square Dr., Huntsville, AL 35816  
www.prc-hsv.com  
(256)562-2447

March 8, 2016

Sgt. Mark S. Williams  
Hamilton County Sheriff's Office  
Motor-Fleet / Marine  
6233 Dayton Blvd  
Hixson, TN 37343

Dear Sgt. Williams,

Thank you for your interest in our RapidSense™ Portable Chemical Radiation Nuclear and Explosives Detector. Paragon Research Corporation developed this product line to support the efforts of our nation's First Responders, and to help protect these individuals and the general public against potential life threatening situations related to exposure to unhealthy levels of chemicals, exposure to radiation, and detection of explosive materials. Paragon Research developed this proprietary system which can only be purchased directly from our office in Huntsville, AL. There are no other products on the market with these proprietary capabilities. The proprietary internal integration, communications between sensors and built-in analysis capabilities are what makes this system unique and more effective compared to any other products on the market. Paragon Research Corporation manufactures and sells the RapidSense™ line of products in Huntsville, AL and they cannot be purchased from other distributors, suppliers or any other entity.

The RapidSense™ system is designed to work with our proprietary PRC ER Dashboard and Mobile Dashboard that provides real-time sensor data, sensor locations, local area weather, department resource locations, access to relevant MSDS and other health-related resources, and communication alerts and is fully integrated with Google Maps.

Also, Paragon Research Corporation is a Woman-Owned Small Business., and can receive sole-source awards based on the following ruling by the Small Business Administration (SBA) in 2015. Published on the SBA website at the following URL: <https://www.sba.gov/content/sba-new-authority-will-bolster-women-owned-small-businesses>

### **SBA: New Authority Will Bolster Women-Owned Small Businesses**

**Release Date:** Friday, September 11, 2015

**Release Number:** 15-73

**Contact:** Miguel Ayala (202) 205-6420

**Internet Address:** <http://www.sba.gov/news>



## Paragon Research Corporation

4845 University Square Dr., Huntsville, AL 35816

[www.prc-hsv.com](http://www.prc-hsv.com)

(256)562-2447

**WASHINGTON** – The U.S. Small Business Administration (SBA) today [issued a final rule](#) authorizing federal agencies to award sole-source contracts to women-owned small businesses eligible for the Women-Owned Small Business (WOSB) Federal Contract Program. Effective October 14, 2015, the rule levels the playing field for women-owned small businesses across the federal contracting marketplace.

Please don't hesitate to reach out to me with any additional questions about these or any of our other products and services.

Sincerely,

Kelly G. Falter  
Executive Vice President/Chief Scientist  
Paragon Research Corporation  
4845 University Square Dr.  
Huntsville, AL 35816

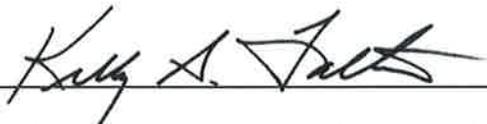
March 8, 2016

## Quotation

Hamilton County Sheriff's department

Qty	Item	Unit Price	Extended Price
2	RapidSense™ Portable Chemical Radiation Nuclear and Explosives Detector	\$ 34,000.00	\$ 68,000.00
	3 TIC/TIM/Explosive sensors per RapidSense unit (CL, NH3, O2, H2S, Cyanide and IR Combustible)		
	Radiation/Nuclear Material Detector		
	GPS Positioning		
	WiFi		
	Access to PRC Emergency Response Dashboard		
2	Cellular Modem/Hotspot Integration	\$ 250.00	\$ 500.00
1	RapidSense Mobile Interface	\$ 12,000.00	\$ 12,000.00
1	RapidSense External Power supply (Battery Pack)	\$ 1,200.00	\$ 1,200.00
1	Stand-alone portable mount/tripod	\$ 3,500.00	\$ 3,500.00
1	Training	\$ 1,500.00	\$ 1,500.00
1	Warranty/1 Year Annual Maintenance	\$ 3,500.00	\$ 3,500.00
		<b>Total Price</b>	\$ 90,200.00
		<b>Grand Total</b>	\$ 90,200.00

Quotation prepared by: Kelly G. Falter



Date: March 8, 2016

All prices are valid for 60 days from date of quotation.



# Hamilton County Board of Commissioners

## RESOLUTION

No. 416-35

A RESOLUTION ACCEPTING THE BIDS OF SHIELDS ELECTRONIC SUPPLY, INC. AND ACCREDITED LOCK SUPPLY COMPANY FOR CONTRACT UNIT PRICING FOR DOOR ACCESS MATERIALS FOR THE PERIOD OF JUNE 5, 2016, THROUGH JUNE 4, 2017, FOR THE TELECOMMUNICATIONS DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract unit pricing for door access materials for the Telecommunications Department; and,

WHEREAS, the bids from Shields Electronic Supply, Inc. and Accredited Lock Supply Company were considered to be the lowest and best overall bids received; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the bids of Shields Electronic Supply, Inc. and Accredited Lock Supply Company for contract unit pricing for door access materials for the period of June 5, 2016, through June 4, 2017, for the Telecommunications Department are hereby accepted, said bids being the lowest and best overall bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
April 20, 2016

\_\_\_\_\_  
Date

BID#0316-128 DOOR ACCESS MATERIALS  
HAMILTON COUNTY, TN

**1.0 General**

Hamilton County Government is accepting sealed bids for unit pricing on selected door access material from authorized stocking distributors with trained and certified staff. Certification letter from the manufacturer or manufacturer's representative must be included with the bid.

The contract period will be from June 5, 2016 through June 4, 2017. All prices must remain fixed during this contract period. Equipment will be purchased for educational and County General projects on multiple purchase orders throughout the term of the contract. If at any time during the life of this agreement, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the agreement holder shall provide a proposal to include the new or revised products on this agreement. Proposed prices for new or revised products shall be constructed for most favored prices. Discounts shall be at the same or greater discount level as the original agreement product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the agreement holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features/functionality, and successor or upgrade products.

**1.1 Instructions to Vendors**

These bid documents are being issued by the Hamilton County Purchasing Department. Inquiries regarding this bid should be directed to Mike Beal, Telecommunications Manager, at 423-209-6220 or by FAX at 423-209-6224. Questions regarding bid submission should be directed to Linda Chumblor, Purchasing Department at 423-209-6353 or FAX at 423-209-6351. Office hours are 8:00 a.m. to 4:00 p.m. ET, Monday through Friday. Vendors and manufacturer representatives should not contact other Hamilton County employees regarding this bid.

The package containing **the original and one copy** of the bid must be sealed and clearly marked "BID FOR DOOR ACCESS MATERIAL" on the outside of the package. The package should be addressed to: **Hamilton County Government, Gail B. Roppo, Director of Purchasing, 455 North Highland Park Avenue, Chattanooga, TN 37404.**

Sealed bids will be accepted before **10:30 A.M. on April 5, 2016** at which time they will be publicly opened. Bids received after that time will be deemed to be late and will not be accepted or opened. The clock-in time will be determined by a clock maintained by the Hamilton County Purchasing Department. No other clock or timepiece will have any bearing on the time of bid receipt. Vendors mailing their bid packages must allow sufficient time to insure receipt of their package by the time specified. There will be no exceptions.

Hamilton County reserves the right to award sections of the total package to different vendors or all of the package to the vendor deemed to have submitted the best overall bid package. Hamilton County reserves the right to waive any irregularities or reject any or all bids.

The materials being bid will be used for various projects for Hamilton County during the term of the contract. The quantities listed for each item are estimated based on defined

BID #0316-128 DOOR ACCESS MATERIALS  
HAMILTON COUNTY, TN

projects at the time this bid is being released. Additional projects may increase the quantities needed throughout the contract period. Hamilton County reserves the right to adjust the quantities of specific items based on the unit prices at any time during the period from **June 5, 2016 through June 4, 2017**.

Minimum order quantities must be included as part of the bid package. Hamilton County will not adjust order quantities to qualify vendor for reduced shipping costs.

### **1.3 Shipping**

All material must be shipped prepaid to the designated County warehouse facility for storage and/or distribution. All shipping and freight charges are the responsibility of the vendor and shall not be added to invoices sent to Hamilton County for payment.

### **1.4 Guaranteed Delivery**

Hamilton County will place multiple orders for various items based on the needs and schedule of a particular project. **Vendors will be given a ten-day period from the award of the bid before delivery of the first order of materials. After the initial ten-day period, delivery must be guaranteed to the County's warehouse facility within 24 hours after subsequent orders are placed.**

Vendors who cannot guarantee this delivery schedule must submit a written exception to this section with an optional delivery schedule. Failure to meet guaranteed delivery schedules may result in cancellation of this contract and the remainder of the materials ordered will go to the vendor submitting the second best bid.

Vendors must furnish Hamilton County with an emergency contact name and number if materials are required after hours in order to meet construction deadlines.

### **1.5 Warranty**

The manufacturer must provide a warranty on all equipment for a minimum of **three years from time of delivery**. Vendors offering extended warranty periods may be given additional consideration during the evaluation of the bids. Vendor submitting the bid is responsible for listing all exceptions or conditions from any manufacturer regarding the warranty of any product listed in this bid. Failure to identify any sub sequential limitations or special conditions will be reason to reject a bid or cancel the contract after the bid is awarded. Hamilton County will hold the successful vendor responsible for the replacement of any defective equipment for the one-year period following the delivery of the equipment at no cost to the County.

### **1.7 Payment**

Hamilton County expects to place multiple orders based on the pricing included in the accepted bid package. Only the specific amounts ordered and received, per purchase order, should be invoiced by the vendor. Payment will be made upon receipt of the invoice for each individual order.

### EQUIPMENT SPECIFICATIONS

Hamilton County reserves the right to select a specific brand of each specified item in order to standardize the equipment used during this contract period. The following list of specific manufacturer's products will be considered acceptable for this bid. **Alternate manufacturers' will not be accepted.**

After evaluation of all sections of this bid document, the unit pricing, including warranty, shipping, and the general bid requirements, will be used in determining the best overall bid package.

In order to receive the best price available for the specified items, estimated quantities have been provided. Hamilton County feels that these estimated quantities are reasonable based on the various projects scheduled within the specified time frame. However, quantities are not guaranteed and may increase or decrease during the term of the contract. If an estimated quantity is not listed, the quantity may be insignificant and an individual unit price will be sufficient.

The attached worksheet must be used to submit unit pricing. ALL BIDS MUST BE CLEARLY LEGIBLE AND BASED ON THE UNIT SIZE/AMOUNT INDICATED. Failure to provide an easy to interpret bid will be reason to disqualify the bid package.



**AUTHORIZATION TO BIND**

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing NO misrepresentations. The information is NOT tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Authorized Signer (Printed or Typed)

\_\_\_\_\_  
Title of Authorized Signer

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Address, City and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

ESTIMATED QUANTITY	MANUFACTURER PART #	DESCRIPTION	UNIT PRICE
20	682-290-US	Paxton Net2 Plus two door IP starter kit w/PoE+	
5	682-493-US	Paxton Net2 Plus one door access control unit	
15	682-721-US	Paxton Net2 Plus one door access control unit w/PoE+ in metal cabinet	
10	682-810-US	Paxton Net2 IP ACU-12/24V 2A AC/DC PSU/metal cabinet	
5	982-825-US	Paxton Net2 IP two door starter kit -12/24V 2A AC/DC PSU	
5	682-230-US	Paxton Net2 Plus door expansion/includes ACU/POE in cabinet/P50M Reader	
10	930-010-US	Paxton Net2 Professional Software	
20	345-110-US	Paxton Proximity P50M Reader, UL	
5	345-220-US	Paxton Proximity P50M HID Compatible Reader	
10	356-310-US	Paxton Exit Button ED50	
5	568-855-US	Paxton Net2 Proximity Vandal proof reader	
2	355-110-US	Paxton Proximity KP50 Keypad	
2	521-715-US	Paxton KP50 Keypad vandal resistant	
20	695-644-US	Paxton Net2 Proximity Keyfobs (pack of 10)	
20	692-500-US	Paxton Net2 Proximity ISO Cards, NO MAGSTRIPE (pack of 10)	
1	692-052-US	Paxton Net2 Proximity ISO Cards, NO MAGSTRIPE (pack of 500)	
20	660-100-US	Paxton Net2 Proximity self-adhesive discs (box of 10)	
5	514-326-US	Paxton Net2 Desktop Reader, USB	
5	337-415-US*	Paxton Net2 Entry Single door KIT / POE/surface mount panel/rain hood/monitor/acu in metal cabinet	
10	337-515-US*	Paxton Net2 Entry Single door KIT 4 port POE/ VR/Surface Mount PANEL/rain hood/ACU in cabinet/monitor	
10	337-505-US*	Paxton Net2 Entry Single door entry KIT 4 port POE/ VR/Flush Mount/ACU in cabinet/monitor	
5	337-520-US	Paxton Net2 Entry Intercom Panel / VR/ Surface Mount	
5	337-500-US	Paxton Net2 Entry Intercom Panel/VR/Flush Mount	
5	337-510-US	Paxton Net2 Entry Intercom Panel / VR/ Surface Mount/Rain Hood	
10	337-857-US	Paxton Net2 Entry Panel flush mount backbox	
2	337-286-US	Paxton Net2 Entry Monitor	
2	337-847-US	Paxton Net2 Entry desk mount stand for Monitor	
2	337-727-US	Paxton Net2 Entry Control Unit POE 4+1 and PSU in cabinet	
5	337-837-US	Paxton Net2 Entry Intercom Panel	
20	9400 12/24 630	Hess Strike	
10	5000-12/24D	Hess Strike	
10	501-630	Hess Strike Plate	

**Hamilton County, TN**

**Bid# 0316-128: Door Access Materials**

ESTIMATED QUANTITY	MANUFACTURER PART #	DESCRIPTION	UNIT PRICE
10	5000C-12/24-Kit	Hess Strike with 500/501 plate	
20	MWS 1289 US	Gold power Supply	
10	ALC-600s	Maglock	
10	ALC-AM3370	Z Bracket for 600s	



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

21. **DISADVANTAGED BUSINESS PROGRAM:** Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [DBE@HamiltonTN.gov](mailto:DBE@HamiltonTN.gov)

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
37. **WARRANTIES:** All warranty information must be furnished.
38. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

**HAMILTON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.**



**Hamilton County, Tennessee On-Line Bid Administration System**

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**Solicitation - Log**

**3/22/2016 10:32 AM Eastern**

Solicitation Title: Door Access Materials  
 Number: 0316-128  
 Bids Due: 4/05/2016 10:30:00 AM Eastern  
 Status: Open

Visible to Vendors: [Currently Visible](#) | [Hide](#)

<a href="#">Message Summary</a>		<a href="#">Message Detail</a>	<a href="#">Document Detail</a>				
<b>Message Summary</b>		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
3/22/2016 10:32:34AM	Eastern	Linda Chumbler	<a href="#">0316-128 - Door Access Materials</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	618	0

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**Please run the attached ad on March 22, 2016, in the legal notices.**

**LEGAL NOTICE**

Bids for one (1) year contract unit pricing for Door Access Materials will be opened at 10:30 A.M. on April 5, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



ESTIMATED QUANTITY	MANUFACTURER PART #	DESCRIPTION	TELNET SYSTEMS INC.	ACCREDITED LOCK SUPPLY CO.	SHIELDS ELECTRONICS SUPPLY INC.
20	682-290-US	Paxton Net2 Plus two door IP starter kit w/PoE+	\$1,056.13	No Bid	\$920.50
5	682-493-US	Paxton Net2 Plus one door access control unit	\$328.79	No Bid	\$289.50
15	682-721-US	Paxton Net2 Plus one door access control unit w/PoE+ in metal cabinet	\$430.83	No Bid	\$379.05
10	682-810-US	Paxton Net2 IP ACU-12/24V 2A AC/DC PSU/metal cabinet	\$430.83	No Bid	\$379.05
5	682-825-US	Paxton Net2 IP two door starter kit -12/24V 2A AC/DC PSU	\$1,056.13	No Bid	\$920.50
5	682-230-US	Paxton Net2 Plus door expansion/includes ACU/POE in cabinet/P50M Reader	\$499.39	No Bid	\$439.37
10	930-010-US	Paxton Net2 Professional Software	\$453.49	No Bid	\$365.25
20	345-110-US	Paxton Proximity P50M Reader, UL	\$106.15	No Bid	\$83.10
5	345-220-US	Paxton Proximity P50M HID Compatible Reader	\$106.15	No Bid	\$83.10
10	356-310-US	Paxton Exit Button ED50	\$38.28	No Bid	\$30.87
5	568-855-US	Paxton Net2 Proximity Vandal proof reader	\$161.96	No Bid	\$142.50
2	355-110-US	Paxton Proximity KP50 Keypad	\$172.61	No Bid	\$148.25
2	521-715-US	Paxton KP50 Keypad vandal resistant	\$100.72	No Bid	\$85.50
20	695-644-US	Paxton Net2 Proximity Keyfobs (pack of 10)	\$30.53	No Bid	\$23.75
20	692-500-US	Paxton Net2 Proximity ISO Cards, NO MAGSTRIPE (pack of 10)	\$31.03	No Bid	\$17.77
1	692-052-US	Paxton Net2 Proximity ISO Cards, NO MAGSTRIPE (pack of 500)	\$947.58	No Bid	\$799.50
20	660-100-US	Paxton Net2 Proximity self-adhesive discs (box of 10)	\$30.53	No Bid	\$17.77
5	514-326-US	Paxton Net2 Desktop Reader, USB	\$67.15	No Bid	\$57.00
5	337-415-US*	Paxton Net2 Entry Single door KIT / POE/surface mount panel/rain hood/monitor/acu in metal cabinet	\$1,282.20	No Bid	\$1,128.00
10	337-515-US*	Paxton Net2 Entry Single door KIT 4 port POE/ VR/Surface Mount PANEL/rain hood/ACU in cabinet/monitor	\$1,687.12	No Bid	\$1,484.00
10	337-505-US*	Paxton Net2 Entry Single door entry KIT 4 port POE/ VR/Flush Mount/ACU in cabinet/monitor	\$1,687.12	No Bid	\$1,484.00
5	337-520-US	Paxton Net2 Entry Intercom Panel / VR/ Surface Mount	\$966.38	No Bid	\$850.22
5	337-500-US	Paxton Net2 Entry Intercom Panel/VR/Flush Mount	\$966.38	No Bid	\$850.22
5	337-510-US	Paxton Net2 Entry Intercom Panel / VR/ Surface Mount/Rain Hood	\$966.38	No Bid	\$850.22
10	337-857-US	Paxton Net2 Entry Panel flush mount backbox	\$21.88	No Bid	\$16.62
2	337-286-US	Paxton Net2 Entry Monitor	\$321.70	No Bid	\$273.12
2	337-847-US	Paxton Net2 Entry desk mount stand for Monitor	\$28.20	No Bid	\$16.62
2	337-727-US	Paxton Net2 Entry Control Unit POE 4+1 and PSU in cabinet	\$495.65	No Bid	\$420.83
5	337-837-US	Paxton Net2 Entry Intercom Panel	\$497.67	No Bid	MFG. DISC.
5	337-420-US	Paxton Net2 Entry Intercom Panel			\$593.75
20	9400 12/24 630	Hess Strike	\$271.91	\$213.00	\$242.50
10	5000-12/24D	Hess Strike	\$101.40	\$73.50	\$79.50
10	501-630	Hess Strike Plate	\$12.25	\$7.50	\$8.00
10	5000C-12/24-Kit	Hess Strike with 500/501 plate	\$104.95	\$81.00	\$87.00
20	MWS 1289 US	Gold power Supply	\$100.81	No Bid	\$11.25
10	ALC-600s	Maglock	\$105.93	No Bid	\$87.50
10	ALC-AM3370	Z Bracket for 600s	\$57.22	No Bid	\$43.00
10	*	24V/50VA transformer (required for the KIT w/ACU/panel/Monitor	No Bid	No Bid	No Bid

Request for Bids:	
Newspaper Ad:	3/22/2016
Vendor Notification:	618
Vendor Response:	3
Budgeted:	Various Budgets



# Hamilton County Board of Commissioners RESOLUTION

No. 416-36

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO EXECUTE A CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF HEALTH PROMOTION SERVICES USING FUNDS FROM THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH IN THE AMOUNT NOT TO EXCEED \$121,700.00 FOR THE PERIOD BEGINNING JULY 1, 2016, ENDING JUNE 30, 2017.

WHEREAS, the State of Tennessee, Department of Health has allocated \$121,700.00 to the Health Services Division of Hamilton County, Tennessee, operating as the Chattanooga-Hamilton County Health Department, for a continuation contract for the purpose of providing health programs and services that promote the prevention of disease, illness, injury and premature death; and

WHEREAS, these services will include the planning, implementation, monitoring and evaluation of evidence-based health promotion programs designed to address selected Healthy People 2020 goals and Primary Prevention Initiative (PPI) goals adopted by the Tennessee Department of Health, Division of Family Health and Wellness; and

WHEREAS, the Chattanooga-Hamilton County Health Department is seeking to continue a contractual arrangement with the State of Tennessee, Department of Health for the provision of health promotion programs and services as noted above and further delineated in the contract and scope of services for an amount not to exceed \$121,700.00 for the period beginning July 1, 2016, ending June 30, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the County Mayor be authorized to execute a contract between the State of Tennessee, Department of Health and the Health Services Division, Hamilton County, Tennessee, doing business as the Chattanooga-Hamilton County Health Department for the provision of Health Promotion Services for an amount not to exceed \$121,700.00, which is included in the revenue and expense budget for the Chattanooga-Hamilton County Health Department, for the period beginning July 1, 2016, ending June 30, 2017.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

April 20, 2016

\_\_\_\_\_  
Date



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> July 1, 2016	<b>End Date</b> June 30, 2017	<b>Agency Tracking #</b> 34360-49617	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> Chattanooga-Hamilton County Health Department			<b>Edison Vendor ID</b> 4208		
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA # 93.758</b>			
		<b>Grantee's fiscal year end June 30</b>			
<b>Service Caption (one line only)</b> Health Promotion Services					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2017		\$121,700			\$121,700
<b>TOTAL:</b>		\$121,700			\$121,700
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection			Chattanooga-Hamilton County Health Department is the only organization in Chattanooga that has the capacity to provide Health Promotion efforts within Hamilton county.		
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
<b>Speed Chart (optional)</b> HL00008097		<b>Account Code (optional)</b> 71301000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HEALTH  
AND  
CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Health Promotion Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
- a. Healthy People 2020 is the ten (10) year program of national goals and objectives developed the U.S. Department of Health and Human Services to reduce disease and improve the health of all Americans.
  - b. PHHS Block Grant is the Preventive Health and Health Services Block Grant which provides federal funds to states to tailor prevention and health promotion programs to their particular public health needs.
  - c. Primary Prevention Initiative (PPI) is an initiative whose goal is to focus energy on primary prevention efforts, which is supportive of implementing interventions before there is evidence of a disease or injury. The intent of the initiative is to reduce or eliminate causative risk factors.
- A.3. Service Goals. To promote Healthy People 2020 goals in Hamilton County.
- A.4. Service Recipients. Residents of Hamilton County who participate in the health promotion activities and educational programs provided by this grant.
- A.5. Service Description.
- a. The Grantee shall facilitate the planning, implementation and evaluation of community-driven and evidence-based health promotion programs designed to achieve the following Healthy People 2020 goals adopted by the State, Division of Family Health and Wellness:
    - (1) Attain high-quality, longer lives free of preventable disease, disability, injury, and premature death;
    - (2) Achieve health equality, eliminate disparities, and improve the health of all groups;
    - (3) Create social and physical environments that promote good health for all; and
    - (4) Promote quality of life, healthy development, and healthy behaviors across all life stages.

- b. The Grantee shall participate in meetings, trainings, teleconferences and/or conferences as requested by the State and attend the State's Central Office Health Promotion Program's scheduled teleconferences and any additional meetings, trainings, teleconferences and/or conferences requested by the State. The Grantee's Health Promotion Coordinator and Health Educator(s) must attend the above referenced events for the purposes of sharing and receiving information and direction from the State, Division of Family Health and Wellness.
  - c. The Grantee shall utilize PHHS Block Grant funding to support and maintain staffing for a Regional Health Promotion Coordinator and/or local Health Educator(s) and for activities for planning, administering and monitoring Hamilton County health promotion services.
  - d. The Grantee shall develop a comprehensive PPI with SMART (Specific, Measurable, Attainable, Realistic, Timely) objectives to be accomplished on an annual basis adopted from its PPI proposals.
  - e. The Grantee shall:
    - (1) Facilitate health promotion programs as recommended by the State's Central Office Health Promotion Program using PPI focus areas as determined by the State;
    - (2) Partner with community organizations and coalitions to plan and implement a social marketing campaign which addresses the risk factors associated with its PPI. This social marketing should include policy and/or environmental change, health communication/health literacy and individual or group programs which support the Initiative;
    - (3) Partner with community organizations and coalitions to plan, provide and/or participate in national, state and local health promotion campaigns to include, at a minimum, Public Health Week;
    - (4) Support the Hamilton County health council's interventions aimed at achieving the goals identified in the PPI;
    - (5) Collaborate with and participate in coalitions to promote policy related to health promotion and environmental change initiatives and to provide resources including, but not limited to, data, technical assistance, educational materials, and incentives;
    - (6) Assist the State in providing available resources to the community to address identified focus areas and evaluating the effective use of those resources; and
    - (7) Document, evaluate and monitor the effectiveness of the health promotion program in achieving PPI and PHHS Block Grant goals, including outcomes such as policy changes, changes in social norms (Knowledge, Attitudes, Beliefs, and Behaviors), and individual and community participation in local and statewide efforts using evidence-based techniques.
- A.6. Service Reporting. The Grantee shall submit all required plans and reports to the State's Central Office Health Promotion Program in a timely manner. The PPI shall be submitted in the PPI format, as approved by the State, by August 1, 2016. All PPI activities shall be reported in a format, as approved by the State, as PPI activities are completed.

A.7. Service Deliverables.

<b>Deliverable</b>	<b>Contract Section</b>	<b>Delivery Date</b>	<b>Due to Whom?</b>	<b>Requested Format</b>
Facilitate programs designed to achieve Healthy People 2020 goals	A.5.a.	Ongoing	Residents of Hamilton County	To Be Determined
Participate in trainings, conferences, teleconferences and meetings	A.5.b.	To Be Determined	Central Office Health Promotion Program	In person or by phone
Utilize PHHS Block Grant funding to support and maintain staffing for a Regional Health Promotion Coordinator and/or local Health Educator(s) and for activities for planning, administering and monitoring Hamilton County health promotion services	A.5.c.	Ongoing	Grantee	Not applicable
Develop and submit a comprehensive PPI with SMART objectives	A.5.d. and A.6.	August 1, 2016	Central Office Health Promotion Program Director	As provided by the State
Report PPI activities	A.6.	Ongoing	Central Office Health Promotion Program Director	As provided by the State

A.8. Inspection and Acceptance. Acceptance of the work outlined above will be made by the State or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The State will make the final determination in terms of acceptance of the work being performed under this Contract. All "To Be Determined" instances mentioned in the document shall be proposed by the Grantee and accepted by the State.

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 subsection b. below);
- b. the most current version of the Grantee's PPI based on the Ten Essential Services of Public Health as defined in the PHHS Block Grant Guidance.

A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet is incorporated in this Grant Contract. The Grantee shall be notified of any changes that shall take place during the duration of this Grant Contract.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on July 1, 2016 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**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 Twenty One Thousand Seven Hundred Dollars (\$121,700) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. 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 Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 2) 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:

By email: [terri.l.bartlett@tn.gov](mailto:terri.l.bartlett@tn.gov), or

By regular mail:

Terri Bartlett  
 Division of Family Health and Wellness  
 Tennessee Department of Health  
 8<sup>th</sup> Floor, Andrew Johnson Tower  
 710 James Robertson Parkway  
 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: Tennessee Department of Health/ Division of Family Health and Wellness.
  - (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, 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 move up to twenty percent (20%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 3).

- 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 the 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 by this Grant Contract 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 Term 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 costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs 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 Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, 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 Term.
- 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 related matter. 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. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return 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 this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's

Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the 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. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the 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. A termination for convenience shall not be a breach of this Grant 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 that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, 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 Grant 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 remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract 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 of Lobbying Activities," 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 31 U.S.C. § 1352.

- D.8. 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. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Michael Gregory, Director, Health Promotion Services Program  
 Tennessee Department of Health  
 Division of Family Health and Wellness  
 8<sup>th</sup> Floor  
 710 James Robertson Parkway  
 Nashville, Tennessee 37243  
 Michael.Gregory@tn.gov  
 Telephone # 615-532-8516  
 FAX # 615-532-8478

The Grantee:

Rebekah Barnes, Director  
 Chattanooga-Hamilton County Health Department  
 921 East Third Street  
 Chattanooga, Tennessee 37403-2102  
 Email Address: BeckyB@mail.hamiltontn.gov  
 Telephone # (423) 209-8000  
 FAX # (423) 209-8001

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant 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.
- D.10. 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 nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, 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. The Grantee shall also 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 eleven inches (11") in height and seventeen inches (17") 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.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor 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.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant 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 Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. 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.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State

Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract (Attachment 4).

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 5.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- D.21. 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 Grant Contract is not a waiver or relinquishment of any 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.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they 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.

- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not

excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. 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.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. 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 Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. 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 agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. 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 shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. 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, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.5. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant

Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the residual value of the property at the time of loss.

E.6. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.7. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

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

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
  - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
  - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

E.8. Health Care Data. The Grantee shall provide data reports about health care services provided under this Grant using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at <http://hsaintranet.health.tn.gov/> and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

On a schedule defined by the State, the Grantee shall submit Central Office Database Report (CODB) files, as defined in PTBMIS, electronically to the State. The Grantee shall also submit other health care data reports, as requested by the State, and in a format acceptable to the State.

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:

*Becky Barnes*

4/16/16

GRANTEE SIGNATURE

DATE

Becky Barnes, Administrator

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

**HAMILTON COUNTY GOVERNMENT:**

---

**GRANTEE SIGNATURE**

**DATE**

*Jim M. Coppinger, County Mayor*

---

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

**DEPARTMENT OF HEALTH:**

---

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

**DATE**

**ATTACHMENT 1**  
**GRANT BUDGET**  
**(BUDGET PAGE 1)**

<b>CHATTANOOGA HAMILTON COUNTY HEALTH DEPARTMENT, HEALTH PROMOTION</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2016 and ending June 30, 2017.</b>				
<b>POLICY 03 Object Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b> (detail schedule(s) attached as applicable)	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$107,000.00	\$0.00	\$107,000.00
2	Benefits & Taxes	14,700.00	\$0.00	\$14,700.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
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	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$121,700.00</b>	<b>\$0.00</b>	<b>\$121,700.00</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 attached if line-item is funded.

ATTACHMENT 1 (continued)  
 GRANT BUDGET LINE-ITEM DETAIL  
 (BUDGET PAGE 2)

SALARIES	Longevity	AMOUNT
Carleen Angwin, Public Health Educator	\$ 3,605.50 x 12 x 100%	\$43,266.00
Michelle Blackmon, Principal Secretary	\$ 2,583.33 x 12 x 78%	\$24,179.97
Jane Burley, Public Health Educator	\$ 3,298.92 x 12 x 100%	\$39,587.04
<b>TOTAL ROUNDED</b>		<b>\$107,000.00</b>

STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE				TDOH AGENCY INVOICE NUMBER (ONLY FOR FISCAL OFFICE USE)	
				INVOICE NUMBER	
				INVOICE DATE	
FEDERAL ID#		Edison Vendor #		INVOICE PERIOD FROM TO	
CONTRACTING STATE AGENCY		Tennessee Department of Health		CONTRACT PERIOD FROM TO	
PROGRAM AREA				CONTACT PERSON/TELEPHONE NO.	
EDISON CONTRACT NUMBER					
OCR CONTRACT NUMBER					
				<b>FOR CENTRAL OFFICE USE ONLY</b>	
BUDGET LINE ITEMS	(A) TOTAL CONTRACT BUDGET	(B) AMOUNT BILLED YTD  (MO./DAY/YR.)	(C) MONTHLY EXPENDITURES DUE		
				SPEEDCHART NUMBER:	
				USERCODE:	
				PROJECT ID:	
				AMOUNT:	
Salaries			\$0.00		
Benefits			\$0.00	SPEEDCHART NUMBER:	
Professional Fee/Grant & Award			\$0.00	USERCODE:	
Supplies			\$0.00	PROJECT ID:	
Telephone			\$0.00	AMOUNT:	
Postage & Shipping			\$0.00		
Occupancy			\$0.00	SPEEDCHART NUMBER:	
Equipment Rental & Maintenance			\$0.00	USERCODE:	
Printing & Publications			\$0.00	PROJECT ID:	
Travel/Conferences & Meetings			\$0.00	AMOUNT:	
Interest			\$0.00		
Insurance			\$0.00	SPEEDCHART NUMBER:	
Specific Assistance to Individuals			\$0.00	USERCODE:	
Depreciation			\$0.00	PROJECT ID:	
Other Non Personnel			\$0.00	AMOUNT:	
Capital Purchase			\$0.00		
Indirect Cost			\$0.00		
<b>TOTAL</b>			<b>\$0.00</b>		

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

Please check one of the following boxes

These services are for  medical services

non-medical services

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

RECOMMENDED FOR PAYMENT  
CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION  
FOR FISCAL USE ONLY

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT:**

## **POLICY 3 REPORTING REQUIREMENTS - SUMMARY**

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: <http://tn.gov/assets/entities/finance/attachments/policy3.pdf>

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

**Tennessee Department of Health  
Funding Information Summary**

AGENCY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_

REPORTING PERIOD: (MM/DD/YY) FROM: \_\_\_\_\_ THRU: \_\_\_\_\_

AGENCY FISCAL YEAR END (MM/DD) \_\_\_\_\_

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, Name of organization that approved the Plan: \_\_\_\_\_

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:

Ratio of direct program salaries to total direct salaries applied to administrative cost. \_\_\_\_\_

Ratio of direct program expenditure to total direct expenditures applied to administrative cost. \_\_\_\_\_

Cost step down. \_\_\_\_\_

Other (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is your organization: \_\_\_\_\_ A private not-for-profit organization?  
\_\_\_\_\_ A state college or university, or part of a city government?

DIRECTOR \_\_\_\_\_ PHONE # \_\_\_\_\_

PREPARER OF REPORT \_\_\_\_\_ PHONE # \_\_\_\_\_

DATE COMPLETED \_\_\_\_\_

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #  
 Contract Number  
 Grant Period  
 Program Name  
 Service Name

Schedule A

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a					
b					
c					
d					
19	Total Non-personnel Expenses (add lines 4 - 18)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #  
 Contract Number  
 Grant Period  
 Program Name  
 Service Name


Schedule B

Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
	Reimbursable Program Funds				
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)				
	Matching Revenue Funds				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

		TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
Schedule A Year-To-Date Information		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
Item #	EXPENSE BY OBJECT:				
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

**Annual (Final) Report\***

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

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**Submit one copy to:**

**Michael Gregory, Director, Health Promotion Services Program, TN Department of Health**

**John D. Dreyzehner, MD, MPH, FCOEM, Commissioner, TN Department of Health; and**

**[fa.audit@tn.gov](mailto:fa.audit@tn.gov), TN Department of Finance and Administration**

**Parent Child Information**

***The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is Grantee Legal Entity Name a parent?    Yes             No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Grantee Legal Entity Name a child?    Yes             No

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

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

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_

**Federal Award Identification Worksheet \***

Subrecipient's name (must match registered name in DUNS)	Chattanooga-Hamilton County Health Department
Subrecipient's DUNS number	029870271
Federal Award Identification Number (FAIN)	B01OT009052
Federal award date	7/18/2014
CFDA number and name	93.758 - Preventive Health & Health Services Block Grant
Grant contract's begin date	July 1, 2016
Grant contract's end date	June 30, 2017
Amount of federal funds obligated by this grant contract	\$121,700.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$2,505,510.00
Name of federal awarding agency	Centers for Disease Control and Prevention (CDC)
Name and contact information for the federal awarding official	Jerry Jackson, Grants Management Officer Centers for Disease Control and Prevention National Center for Chronic Disease Prevention & Health Promotion 4770 Buford Highway, NE/Mailstop K-51 Atlanta, GA 30341-3714 Phone (404) 498-1919 Email: <a href="mailto:jjackson@cdc.gov">jjackson@cdc.gov</a>
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0

**\* Information listed in the Federal Award Identification Worksheet is subject to change periodically during the Grant Contract Term. The State shall provide updated information to the Grantee as changes occur.**



# Hamilton County Board of Commissioners RESOLUTION

No. 416 -37

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTRACT AMENDMENT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$216,220.00 TO PROVIDE HEALTH CARE SAFETY NET PRIMARY CARE SERVICES TO UNINSURED ADULTS IN HAMILTON COUNTY AT THE HOMELESS HEALTH CARE CENTER FOR THE TIME PERIOD JULY 1, 2015 THROUGH JUNE 30, 2016 BY INCREASING THE EXPENSE AND REVENUE BUDGETS BY \$100,000.00.

WHEREAS, primary care services are needed to treat uninsured adults who are seeking sick or preventive health care; and,

WHEREAS, the Hamilton County Health Department’s Homeless Health Care Center meets the qualifications for this grant and provides this service to persons in Hamilton County; and,

WHEREAS, the Tennessee Department of Health has received the authority to distribute increased funds for the provision of these services in Hamilton County.

**NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:**

that the County Mayor be authorized to sign a contract amendment in the amount of \$216,220.00 for the provision of primary care services to uninsured adults in Hamilton County at the Homeless Health Care Center by increasing the expense and revenue budgets by \$100,000.00.

**BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

April 20, 2016  
\_\_\_\_\_  
Date

Date



## GRANT AMENDMENT

<b>Agency Tracking #</b> 34352-10316	<b>Edison ID</b> 46686	<b>Contract #</b> GE1646686	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT HOMELESS HEALTH CARE CENTER			<b>Edison Vendor ID</b> 04208		
<b>Amendment Purpose &amp; Effect(s)</b> AMENDMENT TO INCREASE MAXIMUM LIABILITY OF GRANT TO ADEQUATELY COVER PROVISION OF HEALTHCARE SAFETY NET SERVICES FOR LAST PAY PERIOD OF GRANT					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> JUNE 30, 2016			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):</b>			<b>+\$100,000</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2016	\$216,220				\$216,220
<b>TOTAL:</b>	<b>\$216,220</b>				<b>\$216,220</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  <div style="text-align: center; font-family: cursive; font-size: 1.2em;"> <i>Vincent Pinkney/kg</i> </div>			<p>OCR USE</p> <h1 style="margin: 0;">GE1646686-01</h1>		
<b>Speed Chart (optional)</b> HL00012146		<b>Account Code (optional)</b> 71301000			

**AMENDMENT 1  
OF GRANT CONTRACT GE1646686**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Chattanooga-Hamilton County Health Department Homeless Health Care Center, 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. 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 Two Hundred Sixteen Thousand Two Hundred Twenty Dollars (\$216,220). The Grant amount shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant amount includes, but is not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

Required Approvals. The State is not bound by this Amendment 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).

Amendment Effective Date. The revisions set forth herein shall be effective April 28, 2016. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:**

*Becky Barnes*

*4/6/16*

\_\_\_\_\_  
CONTRACTOR SIGNATURE

\_\_\_\_\_  
DATE

Becky Barnes,, Administrator

\_\_\_\_\_  
PRINTED NAME AND TITLE OF SIGNATORY (ABOVE)

**HAMILTON COUNTY GOVERNMENT:**

\_\_\_\_\_  
GRANTEE SIGNATURE

\_\_\_\_\_  
DATE

Jim M. Coppinger , County Mayor

\_\_\_\_\_  
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

\_\_\_\_\_  
DATE

**DEPARTMENT OF HEALTH:**

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

\_\_\_\_\_  
DATE



# Hamilton County Board of Commissioners RESOLUTION

No. 416-38

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT, FOR THE FISCAL YEAR JULY 1, 2016 TO JUNE 30, 2017 CONTRACT PERIOD, IN AN AMOUNT NOT TO EXCEED \$338,800.00 TO PROVIDE HOME VISITS IN ACCORDANCE WITH THE DEPARTMENT OF HEALTH'S CHILDREN SPECIAL SERVICES (CSS) PROGRAM GUIDELINES.

**WHEREAS,** to carry out the Department of Health's responsibility in the implementation of the CSS Care Coordination Program; and

**WHEREAS,** home and clinic visits are made by CSS Care Coordinators to assist families in accessing comprehensive quality services for children and adolescents (birth to age 21) with complex health care needs through a holistic and innovative network of community services; and

**WHEREAS,** the State has agreed to provide \$338,800.00 for the provision of these Care Coordination services; and

**WHEREAS,** this program and services is for the health and well-being of the citizens of Hamilton County.

**NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:**

That the County Mayor be authorized to sign the attached contract for the July 1, 2016 – June 30, 2017 contract period in an amount not to exceed \$338,800.00.

**BE IT FURTHER RESOLVED, THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
April 20, 2016

\_\_\_\_\_  
Date



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> July 1, 2016	<b>End Date</b> June 30, 2017	<b>Agency Tracking #</b> 34360-38717	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT			<b>Edison Vendor ID</b> 4208		
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA # 93.994</b>  <b>Grantee's fiscal year end June 30</b>			
<b>Service Caption (one line only)</b> Medical and Care Coordination for Children's Special Services					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2017	\$106,400	\$232,400			\$338,800
<b>TOTAL:</b>	<b>\$106,400</b>	<b>\$232,400</b>			<b>\$338,800</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection			<p>The grant selection process was non-competitive because the metro health department is a governmental entity that has been determined to be capable and willing to provide care coordination services to clients enrolled in the Children's Special Services Program. The terms of the grant as well as the grant budget were negotiated taking into consideration the grantee's training, experience, quality of services provided, location of the grantee in relation to clients, willingness to serve departmental clients and willingness to accept departmental reimbursement rates.</p>		
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
<b>Speed Chart (optional)</b> HL00007838		<b>Account Code (optional)</b> 71301000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HEALTH  
AND  
CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Children's Special Services Care Coordination, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
- a. "Care Coordination" means assistance to families in accessing services (i.e. educational, medical, social, transportation, and advocacy).
  - b. "CSS" means Children's Special Services program.
  - c. "CSS Policy Manual" means most current Policy and Procedure Manual as approved by the State.
  - d. Tennessee Early Intervention System is a voluntary early intervention program for families with children ages birth through two (2) years of age with disabilities or developmental delays.
- A.3. Service Goals. The goal of CSS is to provide comprehensive Care Coordination services to eligible children with special healthcare needs.
- A.4. Service Recipients. Service recipients are children from birth to twenty-one (21) who have or are at-risk for special healthcare needs.
- A.5. Service Description. The Grantee shall use the grant funds to implement the CSS program as follows:
- a. Provide Care Coordination services for the CSS Program in accordance with the most current version of the CSS Policy Manual, incorporated herein by reference (copy of which has been provided to the Grantee), and as directed by the State's CSS Program Director and in conjunction with the program's rules;
  - b. Provide appropriate staffing (nursing, clerical, nutritional, medical, and other health care providers) as required for CSS service provision;
  - c. Notify the State's CSS Program Director of all personnel vacancies and/or personnel changes that occur anytime during the year; relating to the positions funded by this grant;
  - d. Provide administrative supervision of the Care Coordinators with programmatic coordination and monitoring;
  - e. Provide financial and medical eligibility determinations, medical and psychosocial assessments (if lacking), care plan development and implementation of care plans for all enrolled children;

- f. Provide comprehensive assessments through the child's primary care provider or other providers including Health Department Clinics for children enrolled in the CSS Program in accordance with the most current version of the CSS Policy Manual, incorporated herein by reference (copy of which has been provided to the Grantee);
- g. Provide comprehensive pediatric and developmental assessments directly or by referral, for children who may lack health coverage or access to a provider;
- h. Provide special assistance in the form of supplemental food and special formula to children enrolled with a CSS eligible diagnosis and all necessary supplies and equipment for the clinical and administrative functions of the CSS program.
- i. Process payment for all CSS claims from service providers and maintain programmatic information in accordance with the CSS Policy Manual; and
- j. Provide referrals for qualified medical diagnoses for service recipients who are enrolled or who are pending enrollment in the CSS Program.
- k. Provide follow-up for referrals from the Newborn Genetic and Hearing Screening program on newborns with an abnormal genetic/hearing test. CSS Staff will assess if hearing and genetic screening repeat visit has been made, or assist family with follow-up appointment. Staff will provide documentation including repeat test results, type of test, location, and any updated contact information if known

A.6. Service Reporting. The Grantee will submit a quarterly report, in a format provided by the State, by the fifteenth (15<sup>th</sup>) of the month following the end of each quarter of the Grant period.

A.7. Service Deliverables.

<b>Deliverable</b>	<b>Contract Section</b>	<b>Delivery Date</b>	<b>Due to Whom?</b>	<b>Format Options</b>
Provide Care Coordination services for the CSS Program in accordance with the most current version of the CSS Policy Manual	A.5.a.	On-going as of start date of contract	CSS Program participants	Phone calls, office visits and home visits
Provide appropriate staff as required for CSS service provision	A.5.b.	On-going as of start date of contract	CSS Program participants	Phone calls, office visits and home visits
Notify the State's CSS Program Director of all personnel vacancies and/or personnel changes that occur anytime during the year	A.5.c.	At the time the vacancy occurs, and when the position is hired	CSS Program Director	Update personnel on detail page of contract budget and email the page to CSS Director for approval
Provide administrative supervision of the Care Coordinators with programmatic coordination and monitoring by the State	A.5.d.	On-going as of start date of contract	CSS Program staff	Oral/written communication in addition to chart/record reviews conducted by CSS Program Director
Provide financial and medical eligibility determinations, medical and psychosocial assessment (if lacking), care plan development and implementation of care plans	A.5.e.	On-going as of start date of contract	To CSS program participants' chart/record and in PTBMIS	In medical record and electronically in PTBMIS

for all enrolled children				
Provide comprehensive assessments through the child's primary care provider or other providers.	A.5.f.	On-going as of start date of contract	To CSS Program participants' chart/record and in PTBMIS	In medical record and electronically in PTBMIS
Provide comprehensive pediatric and developmental assessments directly or by referral, for children who may lack health coverage or access to a provider	A.5.g.	On-going as of start date of contract	To CSS participants' chart/record and in PTBMIS	In medical record and electronically in PTBMIS
Provide special assistance in the form of supplemental food and special formula and provide all necessary supplies and equipment for the administrative functions of the CSS program	A.5.h.	On-going as of start date of contract	CSS Program staff and participants	To be determined
Process payment for all CSS claims from service providers and maintain programmatic information in accordance with the CSS Policy Manual	A.5.i.	On-going as of start date of contract	CSS Program service providers and in PTBMIS	In Edison and PTBMIS electronically and in medical record
Provide referrals for qualified medical diagnoses for service recipients who are enrolled or who are pending enrollment in the CSS Program	A.5.j.	On-going as of start date of contract	CSS Program participants	In medical record
Provide follow-up for referrals from the Newborn Genetic and Hearing Screening program on newborns with an abnormal genetic/hearing test. CSS Staff will assess if hearing and genetic screening repeat visit has been made, or assist family with follow-up appointment. Staff will provide documentation including repeat test results, type of test, location, and any updated contact information if known	A.5.k.	On-going as of start date of contract	Service recipients	In participants' chart/record

A.8. Inspection and Acceptance. Acceptance of the work outlined above will be made by the State or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The State will make the final determination concerning acceptance of the work

performed under this Contract. All "To Be Determined" instances mentioned in the document shall be proposed by the Grantee and accepted by the State.

A.9. kidcentraltn.

- a. Under the guidance of their Gatekeeper, Grantee shall create and maintain an agency program profile in the designated state services directory located at [www.kidcentraltn.com](http://www.kidcentraltn.com). Grantee may have more than one service which is appropriate for the directory. The Gatekeeper will provide instructions for which services should be included in the directory. Grantee shall update its agency program profile(s) in the designated state services directory at least every six months. In addition, Grantee shall update its agency program profile(s) within ten (10) business days of any change in information.

For the purposes of this section, Gatekeeper shall be the person designated by State to do the following tasks:

- (1) invite Grantee to create a profile;
- (2) review, approve, and publish program profiles created by Grantee; and
- (3) monitor update activity.

- b. If Grantee has a website, they must link to [www.kidcentraltn.com](http://www.kidcentraltn.com) from an appropriate section of that website. If Grantee would like to link to specific features of the kidcentral tn website such as the My Profile, Mobile App, Facebook, or State Services Directory features, State can provide specific copy, links, and images for those features.

If Grantee uses State funds to develop or distribute materials (print or electronic) intended for parents, families, children, or professionals working directly with children or families, Grantee must place the kidcentral tn logo on those materials. Examples of covered materials would include brochures, flyers, posters, and promotional postcards or mailers. State provides the kidcentral tn logo at the following link <http://tn.gov/generalserv/ba09p/>. If Grantee would like to apply the full kidcentral tn brand to print materials such as brochures, flyers, posters, or postcards, State also provides those templates at the following link <http://tn.gov/generalserv/ba09p/>.

This kidcentral tn logo requirement does not apply to materials that have already been printed or designed. This kidcentral tn logo requirement does not apply to materials that originate from the federal government, national organizations, or other groups where Grantee serves as a pass through of those materials. The kidcentral tn logo should not be applied to individualized correspondence or individualized materials which are intended for a single family or professional and should not be applied to materials where the subject is purely administrative, such as materials about rules, sanctions, regulations, or enforcement.

- 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., below);
- b. CSS Policy Manual.

- A.11. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet is incorporated in this Grant Contract. The Grantee shall be notified of any changes that shall take place during the duration of this Grant Contract.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on July 1, 2016 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**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 Hundred Thirty Eight Thousand Eight Hundred Dollars (\$338,800.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. 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 Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 2) 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:

By email: [Ondria.Stevenson@tn.gov](mailto:Ondria.Stevenson@tn.gov)

By regular mail:

Invoice Administrator  
 Division of Family Health and Wellness  
 Tennessee Department of Health  
 8<sup>th</sup> Floor, Andrew Johnson Tower  
 710 James Robertson Parkway  
 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: Tennessee Department of Health, Division of Family Health and Wellness.
  - (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, 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 move up to one percent (1%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 3).
- 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 the 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 by this Grant Contract 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 Term 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 costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs 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 Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, 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 Term.
- 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 related matter. 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. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return 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 this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the 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. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the 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. A termination for convenience shall not be a breach of this Grant 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 that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, 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 Grant 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 remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract 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 of Lobbying Activities," 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 31 U.S.C. § 1352.

- D.8. 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. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Ondria Stevenson, Program Director  
 Children's Special Services  
 Family Health and Wellness  
 Tennessee Department of Health  
 8<sup>th</sup> Floor Andrew Johnson Tower  
 710 James Robertson Parkway  
 Nashville, Tennessee 37243  
 Email Address: Ondria.Stevenson@tn.gov  
 Telephone # (615) 532-3755  
 FAX # (615) 741-1063

The Grantee:

Rebekah Barnes, Administrator  
 Chattanooga-Hamilton County Health Department  
 921 East Third Street  
 Chattanooga, Tennessee 37403  
 Email Address: [BeckyB@hamiltontn@tn.gov](mailto:BeckyB@hamiltontn@tn.gov)  
 Telephone # (423) 209-8010  
 FAX # (423) 209-8001

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant 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.
- D.10. 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 nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, 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. The Grantee shall also 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 eleven inches (11") in height and seventeen inches (17") 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.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor 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.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant 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 Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case

shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. 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.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract (Attachment 4).
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 5.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- D.21. 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 Grant Contract is not a waiver or relinquishment of any 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.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they 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.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

- D.26. 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.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. 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 Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. 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 agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. 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 shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. 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, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, et seq., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

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

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

- E.7. Health Care Data. The Grantee shall provide data reports about health care services provided under this Grant using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at <http://hsaintranet.health.tn.gov/> and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

On a schedule defined by the State, the Grantee shall submit Central Office Database Report (CODB) files, as defined in PTBMIS, electronically to the State. The Grantee shall also submit other health care data reports, as requested by the State, and in a format acceptable to the State.

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:

*Becky Barnes*      4/6/16

GRANTEE SIGNATURE

DATE

Becky Barnes, Administrator

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

HAMILTON COUNTY HEALTH DEPARTMENT:

GRANTEE SIGNATURE

DATE

Jim M. Coppinger, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

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

DATE

**ATTACHMENT 1**  
**GRANT BUDGET**  
**(BUDGET PAGE 1)**

<b>Chattanooga-Hamilton County Health Department</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2016, and ending June 30, 2017.</b>				
<b>POLICY 03 Object Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$184,300.00	\$0.00	\$184,300.00
2	Benefits & Taxes (45.43%)	\$103,500.00	\$0.00	\$103,500.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$8,000.00	\$0.00	\$8,000.00
6	Telephone	\$1,300.00	\$0.00	\$1,300.00
7	Postage & Shipping	\$300.00	\$0.00	\$300.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$2,500.00	\$0.00	\$2,500.00
10	Printing & Publications	\$100.00	\$0.00	\$100.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$4,400.00	\$0.00	\$4,400.00
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>	\$24,400.00	\$0.00	\$24,400.00
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 (3.48 % of Salaries & Benefits)	\$10,000.00	\$0.00	\$10,000.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$338,800.00</b>	<b>\$0.00</b>	<b>\$338,800.00</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 1 (continued)  
**GRANT BUDGET LINE-ITEM DETAIL**  
 (BUDGET PAGE 2)

<b>SALARIES</b>	<b>Longevity</b>	<b>AMOUNT</b>
Pamela Brady, Social Counselor Part Time	\$ 3,418.46 x 12 x 50%	\$20,510.76
Vacant, Program Manager	\$ 3,778.50 x 12 x 30%	\$13,602.60
Angela Gonzales, Social Worker - Bilingual	\$ 3,643.14 x 12 x 100% + \$ 975	\$44,692.68
Billie Higdon, Health Case Manager	\$ 3,138.91 x 12 x 100% + \$ 2,175	\$39,841.92
Miika Montgomery, Social Worker	\$ 3,541.22 x 12 x 100% + \$ 1,050	\$43,544.64
Nellie Flanagan, Public Health Nurse	\$ 3,622.28 x 12 x 50% + \$ 338	\$22,071.18
<b>TOTAL ROUNDED</b>		<b>\$184,300.00</b>

<b>TRAVEL / CONFERENCES &amp; MEETINGS</b>	<b>AMOUNT</b>
Local Travel	\$2,000.00
Trainings/Meetings	\$2,400.00
<b>TOTAL</b>	<b>\$4,400.00</b>

<b>SPECIFICS ASSISTANCE TO INDIVIDUALS</b>	<b>AMOUNT</b>
Provide special food and formula to participants who have eligible diagnoses	\$24,000.00
<b>TOTAL</b>	<b>\$24,000.00</b>

STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE				TDOH AGENCY INVOICE NUMBER (ONLY FOR FISCAL OFFICE USE)
				INVOICE NUMBER
				INVOICE DATE
				INVOICE PERIOD FROM TO
FEDERAL ID#		Edison Vendor #		CONTRACT PERIOD FROM TO
CONTRACTING STATE AGENCY Tennessee Department of Health				
PROGRAM AREA				CONTACT PERSON/TELEPHONE NO.
EDISON CONTRACT NUMBER				
OCR CONTRACT NUMBER				
(A) (B) (C)				FOR CENTRAL OFFICE USE ONLY
BUDGET TOTAL CONTRACT BUDGET				MONTHLY EXPENDITURES DUE
LINE ITEMS				YTD
				(MO./DAY/YR.)
Salaries				\$0.00
Benefits				\$0.00
Professional Fee/Grant & Award				\$0.00
Supplies				\$0.00
Telephone				\$0.00
Postage & Shipping				\$0.00
Occupancy				\$0.00
Equipment Rental & Maintenance				\$0.00
Printing & Publications				\$0.00
Travel/Conferences & Meetings				\$0.00
Interest				\$0.00
Insurance				\$0.00
Specific Assistance to Individuals				\$0.00
Depreciation				\$0.00
Other Non Personnel				\$0.00
Capital Purchase				\$0.00
Indirect Cost				\$0.00
<b>TOTAL</b>				<b>\$0.00</b>

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

Please check one of the following boxes.  
 These services are for  medical services  
 non-medical services

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

RECOMMENDED FOR PAYMENT

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION FOR FISCAL USE ONLY

\_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

ATTACHMENT:

## **POLICY 3 REPORTING REQUIREMENTS - SUMMARY**

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: <http://tn.gov/assets/entities/finance/attachments/policy3.pdf>

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

**Tennessee Department of Health  
Funding Information Summary**

AGENCY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_

REPORTING PERIOD: (MM/DD/YY) FROM: \_\_\_\_\_ THRU: \_\_\_\_\_

AGENCY FISCAL YEAR END (MM/DD) \_\_\_\_\_

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, Name of organization that approved the Plan: \_\_\_\_\_

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:

Ratio of direct program salaries to total direct salaries applied to administrative cost. \_\_\_\_\_

Ratio of direct program expenditure to total direct expenditures applied to administrative cost. \_\_\_\_\_

Cost step down. \_\_\_\_\_

Other (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is your organization: \_\_\_\_\_ A private not-for-profit organization?  
\_\_\_\_\_ A state college or university, or part of a city government?

DIRECTOR \_\_\_\_\_ PHONE # \_\_\_\_\_

PREPARER OF REPORT \_\_\_\_\_ PHONE # \_\_\_\_\_

DATE COMPLETED \_\_\_\_\_

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #  
 Contract Number  
 Grant Period  
 Program Name  
 Service Name

Schedule A

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a					
b					
c					
d					
19	Total Non-personnel Expenses (add lines 4 - 18)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #  
 Contract Number  
 Grant Period  
 Program Name  
 Service Name

Schedule B

Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
	Reimbursable Program Funds				
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)				
	Matching Revenue Funds				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

		TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
Schedule A Year-To-Date Information		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
Item #	EXPENSE BY OBJECT:				
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a					
b					
c					
d					
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

**Attachment 4**

**Annual (Final) Report\***

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

---

**Submit one copy to:**

**Ondria Stevenson, Director, Children's Special Services Program, TN Department of Health;**

**John D. Dreyzehner, MD, MPH, FCOEM, Commissioner, TN Department of Health; and**

**faudit@tn.gov, TN Department of Finance and Administration**

**Parent Child Information**

***The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is Chattanooga-Hamilton County Health Department a parent?

Yes  No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Chattanooga-Hamilton County Health Department a child?

Yes  No

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

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

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_



# Hamilton County Board of Commissioners RESOLUTION

No. 416-39

A RESOLUTION ACCEPTING THE BID OF BLACKFOX TACTICAL FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING APRIL 20, 2016, THROUGH APRIL 19, 2017, FOR BODY ARMOR AND EQUIPMENT FOR EMERGENCY MEDICAL SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for contract pricing for body armor and equipment for Emergency Medical Services; and,

WHEREAS, the bid from Blackfox Tactical was considered to be the lowest and best bid received; and,

WHEREAS: there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bid of Blackfox Tactical for one (1) year contract pricing, beginning April 20, 2016, through April 19, 2017, for body armor and equipment for Emergency Medical Services is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

April 20, 2016

\_\_\_\_\_  
Date

### Soft Body Armor Level IIIA

Hamilton County, Tennessee is soliciting bids for one (1) year contract pricing to furnish Hamilton County Emergency Medical Services Soft Body Armor. Approximately 10-30 sets (one of each item) will be ordered. Item, quantity, size, and color to be determined at time of order.

Bid price on all items to include custom fitting at and shipping/delivery to:

Hamilton County Emergency Medical Services  
2900 Riverport Road  
Chattanooga, Tennessee 37406

#### **Bid Submission Requirements**

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on March 30, 2016 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0316-124: Level IIIA Soft Body Armor". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

**Note: Important delivery / mailing instructions.**

***NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.***

<b><u>DELIVERY ADDRESS</u></b>
Gail B. Roppo
Director of Purchasing
Bid # 0316-124: Level IIIA Soft Body Armor from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

### **Award of Bid**

While Hamilton County prefers to issue this contract to a single vendor, we reserve the right to award sections of the total package to multiple vendors or the entire package to a single vendor who may be deemed to have submitted the best overall bid package, in the interest of the County.

After evaluation of all sections of this bid document, the unit prices will be used in determining the best overall bid package. Hamilton County reserves the right to waive any irregularities or reject any or all bids.

### **Contacts**

Questions concerning product specifications should be directed to Capt. Eric Ethridge, (423) 493-5105 or jethridge@mail.hamiltontn.gov.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, (423) 209-6350 or lindac@hamiltontn.gov.

### **Specifications**

Body armor with internal (undershirt) carriers light blue or white in color, external (over shirt, tactical) carriers navy blue in color with detachable panels, front and rear with "EMS" in white and soft trauma plate. To be ordered on an as needed basis.

The concealable body armor shall be Threat Level IIIA, bidders must include full product description, drawings and/or photographs, and technical specifications. Actual ballistic armor samples are preferred but not required.

Only body armor models, which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC), and found to comply with the requirements of NIJ Standard 0101.06 or successor, will be considered. All products shall be listed on the **NIJ Compliant Products List (CPL) for ballistic resistant body armor**.

### **Design Requirements**

The Intended use of the soft body armor detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment or over garment.

The soft body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level IIIA.

2. A high degree of concealment and comfort.
3. Minimum restriction of motion or mobility.
4. Optional carriers to allow for laundering, external or internal wear, and color changes.
5. Provide protection in accordance with NIJ Standard 0101.04 or successor.

**Each piece of soft body armor shall include the following:**

1. One (1) set of ballistic panels that may be removed from carrier.
2. One (1) washable internal (under shirt) carrier. Colors light blue or white specified at order.
3. One (1) outer carrier (over shirt) constructed of a durable water-resistant material with radio pouch and detachable panels front and rear with "EMS" in white.
4. One (1) Soft trauma reduction insert.

**Ballistic panel materials**

All materials shall be new, unused and without flaws that affect appearance, durability and function. The ballistic panels shall not be constructed of **Poly-*p*-phenylene benzobisoxazole (PBO or Zylon<sup>®</sup>)**. Products manufactured from these materials, shall be rejected.

**Labeling**

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ Standard 0101.06. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacturer
2. Level of Protection
3. NIJ-STD-0101.06 or successor
4. Date of Manufacture
5. Size

6. Serial Number
7. Model of Vest
8. Care Instructions

**Serial numbers**

Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test.

**Measurement and fitting:**

***Custom Measuring***

Unless otherwise stated, individual measurements will be taken of each user at the address specified. Vendor will be required to be on site to conduct fitting to accommodate employees normal work shift. This will require a minimum of three separate consecutive days on site in Hamilton County for fitting. Each delivered vest shall fit in accordance with the following guidelines:

1. The side edges of the front and back ballistic panels shall be fit for within a two-inch (2") gap between panels during the initial custom fitting.
2. The bottom edge of the front ballistic panel shall be within inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
3. The bottom edge of the back panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.

Female sizes are determined based on individual measurements, including bust size.

**Fit and alteration policy**

The manufacturer shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge.

**Pre-award evaluation, samples and retest policy**

Bid submissions that appear to conform to these specifications will be considered as prospective vendors. However, Hamilton County reserves the right to perform post-award testing on any and all armor submitted. The testing may include testing at an NIJ

testing laboratory and/or may be tested in actual situations that simulate the actual work environment. Samples of all items specified may be requested for evaluation and/or testing. All samples become property of Hamilton County and will be furnished to Hamilton County without charge. Samples shall not be returned. Samples shall be carefully marked with the bid number and the bidder's name. The sample shall be a male, medium regular.

**Product liability insurance**

Vest manufacturer shall agree to provide a minimum of \$20,000,000 product liability insurance coverage on delivered vests.

**Warranty**

**Ballistic Panels:** For five (5) years from date of purchase the manufacturer warrants the ballistic panels against manufacturing defects. The alteration of ballistic panels in any way shall void the warranty.

**Removable Covers:** Both over the shirt and under the shirt removable machine washable covers shall be warranted for twenty-four (24) months after the date of purchase against manufacturing defects.

**Packaging**

All soft body armor shall be packaged and shipped consistent with good commercial practices.

**Shipping Cartons**

The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor. Each set of armor's box or boxes must have the employee's name clearly printed on the carton for easy identification and issue upon arrival.

**Pricing Sheet**

Complete Body Armor set to include: internal and external carrier, ballistic panels, trauma insert

\$ \_\_\_\_\_ each

Brand \_\_\_\_\_

Model \_\_\_\_\_

Extra Body Armor external carrier \$ \_\_\_\_\_ each

Brand \_\_\_\_\_

Model \_\_\_\_\_

Extra Body Armor internal carrier \$ \_\_\_\_\_ each

Brand \_\_\_\_\_

Model \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

## AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

---

Authorized Signature

---

Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Firm Address, City and Zip Code

---

Telephone Number

---

Fax Number

---

Email Address

---

Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

- 21. DISADVANTAGED BUSINESS PROGRAM:** Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [DBE@HamiltonTN.gov](mailto:DBE@HamiltonTN.gov)

- 22. DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
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- 24. INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
- 25. NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
- 26. NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
- 27. NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
37. **WARRANTIES:** All warranty information must be furnished.
38. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

**HAMILTON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.**



**Hamilton County, Tennessee On-Line Bid Administration System**

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**Solicitation - Log**

3/30/2016 2:23 PM Eastern

Solicitation Title: Levell IIIA Soft Body Armor

Number: 0316-124

Bids Due: 3/30/2016 10:30:00 AM Eastern

Status: Closed

Visible to Vendors: [Currently Visible](#) | [Hide](#)

Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
3/18/2016 8:17:15AM	Eastern	Virginia Grosso	<a href="#">0316-124 - Levell IIIA Soft Body Armor</a>	<a href="#">Invitation</a>	Please click on the solicitation number above to access the bid documents.	432	19

eBid eXchange. Copyright © 1999-2016 E-Bid Systems, Inc. All rights reserved.

Please run the attached ad on March 18, 2016 in the legal notices.

## LEGAL NOTICE

Bids for the following items will be opened on March 30, 2016 in the offices of the Hamilton County Purchasing Department located at 455 North Highland Park Avenue, in Chattanooga, TN.

10:30 A.M. One (1) year contract pricing for Level IIIA Soft Body Armor

10:45 A.M. One (1) year contract pricing for Emergency Medical Service Protective Clothing

11:00 A.M. One (1) year contract pricing for Ruggedized Laptop Computers

Specifications are available at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing) or by contacting the Purchasing Department (423-209-6350).

Hamilton County, TN  
Gail B. Roppo  
Director of Purchasing

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Hamilton County, TN  
Gail B. Roppo  
Director of Purchasing

Soft Body Armor Contract  
 March 30, 2016  
 Bid# 0316-124

Emergency Medical Services  
 10:30 A.M.

Vendors:	BlackFox	GT	Craig's	Summit	Bob	Galls	Summit	Summit
	Tactical	Distributors	Firearm	Uniforms	Barker Co.	LLC	Uniforms	Uniforms
		Inc.	Supply Inc.					
Body Armor:	\$465.00	\$494.90	\$564.79	\$610.00	\$620.00	\$639.22	\$717.00	\$744.00
Body Armor External Carrier:	\$140.00	\$136.36	\$125.19	\$155.00	\$195.00	\$115.65	\$145.00	\$133.00
Body Armor Internal Carrier:	\$70.00	\$63.75	\$71.61	\$83.00	\$115.00	Included	\$74.00	\$80.00
Make:	GH Armor	American Body	Point Blank	Armor Express	Propper	Galls/Point Blan	US Armor	GH Armor
		Armor						
Delivery:	30 days	30 days ARO	30 days ARO	45 days ARO	30-45 days	3-5 weeks	45 days ARO	45 days ARO
Terms:	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	3/18/2016
Vendor Notification:	432
Vendor Response:	8
Budgeted:	Capital Outlay



# Hamilton County Board of Commissioners RESOLUTION

No. 416-40

A RESOLUTION ACCEPTING THE BID OF EVS EMERGENCY VEHICLE SPECIALIST FOR ONE (1) YEAR CONTRACT UNIT PRICING, BEGINNING APRIL 20, 2016, THROUGH APRIL 19, 2017, FOR PROTECTIVE CLOTHING FOR EMERGENCY MEDICAL SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for contract pricing for Protective Clothing for Emergency Medical Services; and,

WHEREAS, the bid from EVS Emergency Vehicle Specialist was the only bid received, but said bid is deemed reasonable; and,

WHEREAS there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bid of EVS Emergency Vehicle Specialist for one (1) year contract unit pricing, beginning April 20, 2016, through April 19, 2017, for protective clothing for Emergency Medical Services is hereby accepted, said bid being best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

April 20, 2016

\_\_\_\_\_  
Date

### Emergency Medical Service Protective Clothing

Hamilton County, Tennessee is soliciting bids for one (1) year contract pricing to furnish Hamilton County Emergency Medical Services protective clothing ensemble to include extrication gloves, helmet with goggles, and incident (extrication type) jump suits. Item, quantity, size, and color to be determined at time of order.

Bid price on all items to include custom fitting at and shipping/delivery to:

Hamilton County Emergency Medical Services  
2900 Riverport Road  
Chattanooga, Tennessee 37406

### Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:45 a.m. (ET) on March 30, 2016 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0316-125: EMS Protective Clothing". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

**Note: Important delivery / mailing instructions.**

***NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.***

<b><u>DELIVERY ADDRESS</u></b>
Gail B. Roppo
Director of Purchasing
Bid # 0316-125: EMS Protective Clothing from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

### **Award of Bid**

While Hamilton County prefers to issue this contract to a single vendor, we reserve the right to award sections of the total package to multiple vendors or the entire package to a single vendor who may be deemed to have submitted the best overall bid package, in the interest of the County.

After evaluation of all sections of this bid document, the unit prices will be used in determining the best overall bid package. Hamilton County reserves the right to waive any irregularities or reject any or all bids.

### **Contacts**

Questions concerning product specifications should be directed to Capt. Eric Ethridge, (423) 493-5105 or jethridge@mail.hamiltontn.gov.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, (423) 209-6350 or lindac@hamiltontn.gov.

### **Specifications:**

#### **EMS jumpsuit Honeywell EJU3000 or equivalent.**

**Sizing:** Custom sizing to be completed on site at address above on normal working days 8 a.m. to 4 p.m. as requested except recognized holidays and weekends.

**Construction:** Material 9.0 ounce flame resistant Indura cotton. Action back design with hidden stretch panel. Front shoulder zippers for ease of donning and doffing. 16" zippers at let cuff. Black Nomex knit wrist in sleeve. Underarm gussets for extra stretching ability. 2 inch lime yellow and Silver triple trim at sleeve cuff, upper arms, front shoulder, across "Action Back", Front and back of waist band, double row diagonally below knee. 3 inch lime yellow letters on rear "H C E M S" or other 5 letter combination specified at time of order. 22 inch padded knees and shins. 15 inch padded elbows and forearms. Rounded stand up collar with Velcro throat tab. Special multi pocket on right chest (three pockets in one) with full Velcro closure. Two large slant top semi-bellows pockets with Velcro closure flap on thigh. EMS pocket preferred for leg pockets. 9" radio pocket with microphone tab and utility strap. Two inside pockets with pass through pockets. Two rear patch pocket with flap. Sleeves lined with Indura cotton. Velcro closures on all cuffs. Side elastic waistband. Extra utility loop on waistband. Inside hanger loop. Reinforced stress points. Front closure: Zipper inner and Velcro outer. Lockstitched seams: minimum 8 stitches per inch; Heat resistant Nomex thread. Sizes short, regular, tall: Small (34), medium (38), large (42), extra large (46) 2XL (50), 3XL (54), 4XL (58), 5XL (62) plus custom sizing when standard sizing will not accommodate the employee.

**Helmet Bullard Firedome USRX NO SUBSTITUTION ALLOWED.**

**Must be compatible with existing helmet parts and accessories.** Utem® Thermoplastic outer shell with metal reinforced edge beading, urethane foam impact liner, black inner shell, Sure-Lock ratchet headband with cut brow pad, nylon crown straps, Nomex 3-point chin strap with quick-release buckle, rip-stop Nomex ear/neck protector, and ESS NFPA goggle. **Colors:** white, red, yellow, blue, orange, and lime-yellow. Dimensions - 11-1/2" L x 10" W x 6-1/2" H Outer Shell Material - GE Utem® Thermoplastic. Inner Shell Material - Urethane foam bonded to ABS Inner liner Suspension - 6-point Nylon crown strap. Warranty - 2 years from Date of Manufacture

**Extrication glove Ringer ESG Barrier 1 Extrication Glove or equivalent.**

Waterproof and breathable Hipora® barrier to protect hands from micro-organisms such as TB, Hepatitis, Staph and HIV meets O.S.H.A. Bloodborne Pathogens Standards (29CFR 1910.1030) Boxed finger tip design for better fit and comfort Molded TPR (Thermal Plastic Rubber) knuckle reduces impact, increases dexterity and features 3M™ Reflective fabric Molded TPR finger knuckle and finger tip panels Elastic cuff and gaitor to keep out glass and debris Cut resistant Kevlar® palm and thumb panels, side panels and finger panels Kevlar® stitching in high wear areas. Black in color. Sizes extra small through XXX large.

**Pricing Sheet**

EMS Jumpsuit                    \$ \_\_\_\_\_ each

    Brand                                    \_\_\_\_\_

    Model                                    \_\_\_\_\_

Extrication Glove                \$ \_\_\_\_\_ each

    Brand                                    \_\_\_\_\_

    Model                                    \_\_\_\_\_

Helmet                                \$ \_\_\_\_\_ each

    Brand                                    \_\_\_\_\_

    Model                                    \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

### AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Authorized Signer (Printed or Typed)

\_\_\_\_\_  
Title of Authorized Signer

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Address, City and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, unless stated otherwise in the bid specifications. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
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If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [DBE@HamiltonTN.gov](mailto:DBE@HamiltonTN.gov)

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- 25. NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
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- 27. NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
37. **WARRANTIES:** All warranty information must be furnished.
38. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

**HAMILTON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.**



**Hamilton County, Tennessee On-Line Bid Administration System**

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**Solicitation - Log**

3/30/2016 2:21 PM Eastern

Solicitation Title: EMS Protective Clothing  
 Number: 0316-125  
 Bids Due: 3/30/2016 10:45:00 AM Eastern  
 Status: Closed

Visible to Vendors: [Currently Visible](#) | [Hide](#)

Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
3/18/2016 8:19:19AM	Eastern	Virginia Grosso	<a href="#">0316-125 - EMS Protective Clothing</a>	<a href="#">Invitation</a>	Please click on the solicitation number above to access the bid documents.	432	19

eBid eXchange. Copyright © 1999-2016 E-Bid Systems, Inc. All rights reserved.

Please run the attached ad on March 18, 2016 in the legal notices.

## LEGAL NOTICE

Bids for the following items will be opened on March 30, 2016 in the offices of the Hamilton County Purchasing Department located at 455 North Highland Park Avenue, in Chattanooga, TN.

10:30 A.M. One (1) year contract pricing for Level IIIA Soft Body Armor

10:45 A.M. One (1) year contract pricing for Emergency Medical Service Protective Clothing

11:00 A.M. One (1) year contract pricing for Ruggedized Laptop Computers

Specifications are available at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing) or by contacting the Purchasing Department (423-209-6350).

Hamilton County, TN  
Gail B. Roppo  
Director of Purchasing

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Hamilton County, TN  
Gail B. Roppo  
Director of Purchasing

Protective Clothing  
March 30, 2016  
Bid# 0316-125

Emergency Medical Services  
10:45 A.M.

Vendors:	EVS Emergency
	Vehicle
	Specialist
Jumpsuit:	\$403.00
Extrication Glove:	\$42.85
Helmet:	\$135.94
Delivery:	70-100 days
Terms:	Net 30

Request For Bids:	
Newspaper Ad:	3/18/2016
Vendor Notification:	432
Vendor Response:	1
Budgeted:	Capital Outlay



# Hamilton County Board of Commissioners RESOLUTION

No. 416-41

A RESOLUTION AUTHORIZING THE RENEWAL FOR THE CONTRACT PRICING WITH BOUND TREE MEDICAL, LLC AND NASHVILLE MEDICAL & EMS PRODUCTS, INC. FOR MEDICAL SUPPLIES, BEGINNING MAY 7, 2016, THROUGH MAY 6, 2017, WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL ONE (1) YEAR TERM, FOR EMERGENCY MEDICAL SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, this contract was previously bid and approved on Resolution No.515-13 for a one (1) year contact to provide Medical Supplies to Emergency Medical Services; and,

WHEREAS, the bid specifications contained an option to renew for two (2) additional one (1) year terms; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the contract previously approved with Bound Tree Medical and Nashville Medical & EMS Products, Inc. is hereby renewed for the period of May 7, 2016 through May 6, 2017, for Medical Supplies for Emergency Medical Services, with the option to renew for one additional one (1) year term, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

April 20, 2016

Date



# Hamilton County Board of Commissioners RESOLUTION

No. 515-13

A RESOLUTION ACCEPTING THE BIDS OF BOUND TREE MEDICAL, LLC AND NASHVILLE MEDICAL AND EMS PRODUCTS, INC. FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING MAY 7, 2015, THROUGH MAY 6, 2016, FOR MEDICAL SUPPLIES FOR EMERGENCY MEDICAL SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for contract pricing for medical supplies for Emergency Medical Services; and,

WHEREAS, the bids from Bound Tree Medical, LLC and Nashville Medical and EMS Products, Inc. were considered to be the lowest and best overall bids received; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bids of Bound Tree Medical, LLC. and Nashville Medical and EMS Products, Inc. for one (1) year contract pricing, beginning May 7, 2015, through May 6, 2016, for medical supplies for Emergency Medical Services are hereby accepted, said bids being the lowest and best overall bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

*[Signature]*  
County Clerk

Approved:

Vetoed:

*[Signature]*  
County Mayor

May 6, 2015

Date

JIM M. COPPINGER  
COUNTY MAYOR



KENNETH L. WILKERSON  
DIRECTOR  
EMERGENCY MEDICAL SERVICES

## HAMILTON COUNTY, TENNESSEE

DATE: April 20, 2015

TO: Linda Chumbler

FROM: Captain Eric Ethridge

RE: Medical Supply Bid Evaluation

The following two vendors were the vendors with the highest percentage of low cost bids meeting specification. **Boundtree Medical** presented the only bid for all items specified and was the bidder with the highest percentage of items with the lowest cost. **Nashville Medical and EMS Products Inc.** was the vendor with the next highest percentage of low bid items. I would like to select these two vendors as they are the most economical and in the best interest of Hamilton County.

### EMS Disposable Medical Supplies

Hamilton County, Tennessee is soliciting bids for the purposes of establishing a one (1) year contract pricing to furnish Hamilton County Emergency Medical Services Disposable Medical Supplies and Equipment to be ordered on an as needed basis. The contract period will be for one year from the time of approval of this contract by the Hamilton County Commission and, by mutual agreement, may be renewed for an additional two (2) one year periods. All prices must remain fixed throughout the initial twenty-four month term of this contract. Thereafter, any extensions shall be subject to an adjustment, only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage change in the Consumer Price Index (CPI-U, all items, all urban consumers, US city average) but under no circumstances will be allowed to exceed a five (5) percent increase. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the initial term (base year) average, January through December and each January through December thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. The use of the base year is for calculation purposes only, price adjustments will only be effective for the renewal periods. No retroactive contract price adjustments will be allowed. Any requested adjustment shall be fully documented and submitted to the County at least sixty (60) days prior to the contract renewal date.

Bid price to include shipping/delivery to:

Hamilton County Emergency Medical Services  
2900 Riverport Road  
Chattanooga, Tennessee 37406

#### **Bid Submission Requirements**

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on April 6, 2015 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0315-134 Disposable Medical Supplies". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

***NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.***

<b>DELIVERY ADDRESS</b>
Gail B. Roppo
Director of Purchasing
Bid# 0315-134 EMS Medical Supplies
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

### **Award of Bid**

While Hamilton County prefers to issue this contract to a single vendor, we reserve the right to award sections of the total package to multiple vendors or the entire package to a single vendor who may be deemed to have submitted the best overall bid package, in the interest of the County.

After evaluation of all sections of this bid document, the unit prices will be used in determining the best overall bid package. Hamilton County reserves the right to waive any irregularities or reject any or all bids.

### **Contacts**

Questions concerning product specifications should be directed to Captain Eric Ethridge, (423) 493-5105 or [jethridge@mail.hamiltontn.gov](mailto:jethridge@mail.hamiltontn.gov).

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, (423) 209-6350 or [lindac@hamiltontn.gov](mailto:lindac@hamiltontn.gov).

### **Specifications**

Each item is to be priced individually. Brands other than those specified must submit specifications and sample at time of bid. Samples will not be returned following evaluation.

1. **Rigid one piece adjustable extrication collar adjustable: Ambu Perfit ACE and Ambu Mini Perfit Ace adjustable collar or equivalent: Sizing: Adult-** 16 precise sizes within the 4 standard adult sizes. Range neckless (size 3) to Tall (Size 6). **Usage approximately 3000 per year. Pediatric-** 12 precise sizes within the 3 standard sizes. **Usage approximately 300 per year.** Must store flat with preshaped flip chin piece for easy storage. CT and MRI compatible. Ventilated posterior shell for fluid drainage. Nasal Cannula holder on collar body. Two safety buttons to lock sizing on collar body.
2. **Disposable 9 foot one piece backboard restraint strap-Usage approximately 10,000 per year.** 9 feet in length, constructed of two (2") inch polypropylene webbing, orange or black in color Straps to have plastic side release buckle and must be X ray translucent.
3. **Disposable head immobilizer-Usage approximately 3000 per year.** Compliance Dispos-O-Blocks, Quad Med EHI-1418 or Phoenix Frontier AP2044 or equivalent Foam Block head immobilizer. No white or light colored products. Measurements: 9" Length x 5.25" Height x 2.75" Width at top and 4.125" Width at bottom. Includes a set of 3' head/chin tape. **No Adhesive of any type on the blocks themselves.**
4. **Wool blanket 62 inch x 80 inch flame retardant blanket, grey or dark blue in color.**
5. **Primary I.V. Tubing, Sterile, 10 drop 83 inch** one needless site (luer lock) and one split septum (needle) injection site with rotary luer lock adapter. Usage approximately 6000 per year. Amsino 180306 or equivalent.

6. **I.V. extension set 8" sterile with PRN adapter (INT) Needleless with rotary luer lock adapter with Roberts clamp. Usage approximately 10,000 per year. Amsino AE3108 or equivalent.**
7. **Transparent I.V. dressing box of 100. Usage approximately 120 boxes per year. Conmed Veni-Gard Adult. Part # 705-4431. No substitution**
8. **Combi-tube dual lumen airway device. No substitution. Usage approximately 800 per year. Kendal/Mallinckrodt Part # 5-18441. Size 41 French (Adult size). Device must be packaged in roll-up package and also contain 20ml syringe and 140ml syringe, suction catheter and elbow.**
9. **Bag Valve Mask Adult - Ambu Spur II disposable. No substitution Usage approximately 500 per year. Adult Ambu # 520211000B - With reservoir bag and adult mask and oxygen supply tubing.**
10. **Bag Valve Mask Pediatric with 3 Masks - Ambu Spur II disposable. Usage approximately 75 per year No substitution Pediatric Ambu # 530214000 - With reservoir bag and with masks for neonate, infant, and toddler and oxygen supply tubing. .**
11. **Esophageal detector device. Usage approximately 200 per year. Ambu TubecheckB Ambu part # 000 172 002 or equivalent Bulb type endotracheal tube verification device.**
12. **Endotracheal Tube Holder Adult. Usage approximately 400 per year. Laerdal Thomas Tube Holder Adult part #600-02001. No substitution.**
13. **Endotracheal Tube Holder Pediatric. Usage approximately 200 per year. Laerdal Thomas Tube Holder Adult part #600-02001. No substitution.**
14. **Malleable Splint, Foam covered- Usage approximately 450 per year. Medsource Flex-All Splint #MS-Split or Sam Splint 36" or equivalent. Must be waterproof, radiolucent, and 36 inches in length.**
15. **Pre-Filled Normal Saline Flush. Usage approximately 9000 per year Normal Saline (0.9% NaCl) Pre-filled, injectable, 10cc Syringe, Luer Lock, Sterile Packaged in boxes of 100 syringes.**
16. **Latex Free Tourniquet Usage approximately 2500 per year Kent Elastomer Products, Inc Free-Band® latex-free tourniquet. 1 inch x 18 inch in rolls of 25 tourniquets. Color blue. No Substitution.**
17. **Traction Splint Sager Form III Bilateral Usage approximately 10 per year Sager Form III Bilateral Traction Splint Model S304 No substitution**
18. **Traction Splint Sager Infant Usage approximately 10 per year Sager Infant Bilateral Traction Splint Model S300 No substitution**
19. **Clam Shell device (XP-1 or KED) Usage approximately 10 per year lam shell short spinal immobilization device XP-1 or KED type device. Device shall provide spinal immobilization for seated patients. The device shall include affixed restraint straps, head straps and integral padding. Device shall be furnished with charring case or bag that can be completely closed by zipper or other method**

- 20. Padded Board Splints Usage approximately 100 per year** Padded board splint dimensions ½" 3" solid wood covered with ½" foam padding on one side with vinyl cover in lengths of 15", 36" and 54". Morrison Medical part numbers 1815, 1836, 1854 or 1875 or equivalent. Splints will be bought either in complete sets of two 15", two 36" and two 54" with carrying case or groups of individual sizes to be determined at time of order.
- 21. Repro Med (RMS Products) Res-Q-Vac Adult Kit Usage** or equivalent To include wide bore flexible adult suction catheter, canister for adult, reusable pump handle, and carry case.
- 22. Repro Med (RMS Products) Res-Q-Vac Adult Refill Usage** or equivalent. Wide bore flexible tubing, adult canister and cap.
- 23. Repro Med (RMS Products) Res-Q-Vac Pediatric Refill Usage** or equivalent 8 French pediatric suction catheter, canister for pediatric usage and cap.
- 24. Intraosseous Needle 15 gauge adjustable length. Usage approximately 100** Jamshidi type disposable I.O. needle 15 gauge with adjustable length suitable for manual insertion in pediatric patients. Adjustable length of 3/8" to 1 7/8".
- 25. Intraosseous Needle 18 gauge adjustable length. Usage approximately 100** Jamshidi type disposable I.O. needle 15 gauge with adjustable length suitable for manual insertion in pediatric patients. Adjustable length of 3/8" to 1 7/8".
- 26. Pharyngeal Suction Tip Usage approximately 500 per year.** SSCOR Inc "Big Stick" #44241 No substitution
- 27. O2 Resq CPAP system** Bitrac Ed full face mask with 30/22mm elbow, omniclip and head strap, flow generator and 72" corrugated anti-asphyxia circuit with 3-Set O2- CPAP valve 5.0 cm, 7.5 cm, and 10.0 cm CPAP valve, adult large mask. Ref# 313-7055X No substitution
- 28. Medical Anti Shock Trouser (MAST) - Usage approximately 5 per year.** Mast III-A or equivalent Adult size trauma air pants with carrying case, tubing and pump. Suit should have a vinyl type outer covering with Velcro<sup>®</sup> closures.
- 29. Endotracheal Tube Introducer (Bougie), 15 French, Angled Tip, Single use. Approximate usage 200** Portex or equivalent adult size endotracheal tube introducer.
- 30. Disaster Pouch (Adult)** 6 Carry Handles suitable for handling by 2, 4 or 6 persons. Static lift tested to 450 lbs (204 kg) capacity. Sealed seams for superior resistance to leakage during transport and to comply with OSHA Regulation 3130. Must be manufactured to and comply with U.S. Gov't and Department of Defense (DOD) specifications for disaster response Human Remains Pouch National Stock Number - NSN: 9930-01-331-6244 Impervious abrasion resistant exterior material Envelope style easy access zipper opening Exterior material 14 oz. - 18 mil HD vinyl coated scrim Maintain identification and "Chain of Custody" integrity using our serialized tamper resistant zipper pull seals, BBID-KIT or our new disaster ID kit.
- 31. Long Spine Board**  
The BAK-PAK II™ spine board or equivalent. Spine board will be blue in color with pins for straps. Constructed of LLD polyethylene, and foam-filled Convex bottom with built-in runners. Extra-

large hand holds to allow bulky gloved hands to fit. Compatible with most head immobilizers. Must be 100% X-ray translucent and Impact resistance in hot or cold temperatures. Highly resistant to blood, oils, acids and other chemical contaminants. Dimensions: 72 inch x 16 inch x 1.13 inch Minimum load capacity: 450 lbs **Usage approximately 50 per yer.**

**32. Breathsaver Airway Bag**

Iron Duck brand part number 34016D Color Green for compatibility with currently existing bags. 27" L x 13" W x 11" H – 3,861 cu in. No substitution.

**33. LA Rescue Trauma Attack Pack**

Reflexite Trim, 20inch L x 13inch W x 11inch H, Color Red for compatibility with currently existing bags. No substitution.

**34. Plano 747M Medical box**

Plano brand part number 747-004 three tray front access medical box. No substitution for compatibility with existing boxes.

**35. Flambeau 2072 Medical box**

Flambeau Medical Products part number PM2072 dimensions 17 1/8" x 9 1/2" x 5" paramedic box, lockable with two tip-proof cantilever trays and 10 compartments. No substitution for compatibility with existing boxes.

**36. Portable Oxygen Regulator**

Brass Core Regulator, 0-25 LPM, CGA 870, Right Hand Dial, Barb Outlet, 1 PTO. Patented brass core in all areas that contact high-pressure oxygen Meets ASTM-G-175-03 promoted ignition tests. Inlet pressure: 200-3,000 PSI Outlet pressure: 50 PSI

Materials: All brass in high-pressure and relief-valve zones, 20-micron, sintered-bronze inlet filter, Teflon pressure regulating seat, Viton and silicone O-rings, stainless steel fasteners and springs. FDA-recommended brass and Viton seal washer.

**37. CAT Tourniquet NSN 6515-01-521-7976- usage approximately 30 per year.**

Completely occludes blood from verified/validated scientific methods. One handed windlass system. Needs to fit a wide range of extremities. Once applied, needs to lock in place by various clips. Color: black; red elliptical tip to assist user in locating and threading during application. Strap length 37.5 inches nominal, Strap width 1.5 inches nominal. Dimension packaged: 6.5 in length by 2.4 in wide by 1.5 in deep

**38. King Vision Video Laryngoscope reusable digital display. Kingsystems Part # KVIS01 No substitution.** Reusable display for use with King Vision system.

**39. King Vision Kit. Kingsystems Part # KVLKIT3 No substitution.** Includes one (1) reusable digital display, 3 channeled disposable blades, 1 standard disposable blade, case and CD

**40. King Vision Channeled blade Kingsystems Part # KVL03C No substitution.** Channeled Blade, Size 3 – Medium Adult for King Vision System.

**41. King Vision Standard Blade Kingsystems Part # KVL03 No substitution.** Standard Blade, Size 3 – Medium Adult for King Vision system.

42. **Glucometer Test Strips- Bayer / Ascensia Contour Glucose Test Strips.** Glucose test strips compatible with Bayer Contour glucose meter. Packaged as bottle of 50. Minimum 12 month expiration date upon delivery.
43. **Pelvic splint-** SAM Pelvic Splint II Buckle maintains correct force; cannot be over-tightened. Standard sized to fit 98% of population. Fabric does not stretch and cleans for reuse with standard detergents or antimicrobial solutions. Radiolucent (allowing for X-rays and CT-scans without removal). Reusable device not a disposable onetime use device. Latex free.
44. **Pediatric ECG Electrodes-** ECG monitoring electrodes with snap connector suitable for infant and pediatric use with LifePak 12 and LifePak 15 monitors. Packaged 3 electrodes per package in box of 10 packages of 3 total 30 electrodes per box. Conmed Huggables® 1620-003 or equivalent.
45. **Portable suction unit-** Laerdal Suction Unit. One-hand-grip design. Canister option: Bemis Disposable Canister system 1000 cc or 1200 cc. High efficiency filter kit HEPA rated bacterial filter. Latex free. Vacuum regulator dial. LED display for use day or night. TEST - Device Diagnostics program. Children vacuum range area (marked in blue) on the control panel. No-tools-necessary field changeable battery Rechargeable Battery, NiMH, 12 VDC 2 Ah External Battery Charger 12V DC Power-cord for connection to vehicle connection. Performance High flow / High vacuum Air Flow: >30 LPM Vacuum - Max.: 500+ mmHg (67 kPa) Vacuum - Range: 80 - 500+ mmHg (11 - 67 kPa) Battery run time: Approximately (free flow) 30 minutes Noise level: 46 - 56 dBA (80 - 500 mmHg). Dimensions / weight 31.5 cm x 33 cm x 16 cm (12.4" x 13" x 6.3") Weight: 4 kg (8.9 lbs)
46. **Life Pak 15 Accessories listed below. Physio-Control products for compatibility with existing cardiac monitors. No substitution. Part numbers listed are Physio-Control part numbers.**

**Quantities to support 22 devices in normal usage.**

**NIPB Supplies**

NIBP Tubing, Coiled 21300-007300 (2-9ft)

**NIBP Cuffs**

Infant cuff8 - 14 cm 11160-000001

Pediatric 13 - 20 cm 11160-000003

Adult 26 - 35 cm 11160-000005

Large Adult 32 - 42 cm 11160-000007

X-Large Adult 45 - 44 cm 11160-000009

**ECG Monitoring Accessories**

**12-Lead ECG Cable Trunk Cable with 4-Wire Limb Leads**

Physio-Conrol Part# 11111-000020 (8ft)

**12-Lead ECG Cable 6-Wire Precordial Attachment**

Physio-Conrol 11111-000022

**EDGE System Electrodes with QUIK-COMBO Connector and REDI-PAK™ Pre-connect System 42 in. leadwire length Physio-Conrol Part# 11996-000017**

**Pediatric EDGE System RTS Electrodes with QUIK-COMBO Connector**

Physio-Control Part# 11996-000093

**QUIK-COMBO Therapy Cable With convenient TRUE-LOCK™ Cable** Physio-Control Part# 11113-000004

**Masimo SET® RC Patient Cables**

**RC Patient Cable For use with M-LNCS and Rainbow Patient Sensors**

Physio-Control Part# 11171-000037 (4ft)

Physio-Control Part# 11171-000038 (12ft)

**Rainbow Reusable Sensor**

Physio-Control Part# 11171-000049 (Ad)

Physio-Control Part# 11171-000050 (Ped)

**Rainbow Adhesive Sensor (10/box)**

Physio-Control Part# 11996-000342 (Inf)

Physio-Control Part# 11996-000341 (Neo/Ad)

**Rainbow Adhesive Sensor (10/box)**

Physio-Control Part# 11996-000339 (Ad)

Physio-Control Part# 11996-000340 (Ped)

**Adult Rainbow Direct Connect Reusable Sensor**

Physio-Control Part# 11171-000032 (8ft)

**Pediatric Rainbow Direct Connect Reusable Sensor**

Physio-Control Part# 11171-000033 (8ft)

**Capnography Filterlines**

**FilterLine® SET**

**Adult/Pediatric**

Physio-Control Part# 11996-000081 (25/pk, 200 cm)

Physio-Control Part# 11996-000164 (25/pk, 400 cm)

**Infant/Neonatal**

Physio-Control Part# 11996-000001 (25/pk)

**Smart CapnoLine® Plus Adult with O2**

Physio-Control Part# 11996-000163 (25/pk, 200 cm)

Physio-Control Part# 11996-000167 (100/pk, 200 cm)

Physio-Control Part# 11996-000165 (25/pk, 400 cm)

**Smart CapnoLine Pediatric with O2**

Physio-Control Part# 11996-000128 (25/pk, 200 cm)

**LifePak 15 Cases and Pouches**

**Standard Carrying Case** Includes right pouch and left pouch, for use with LIFEPAK 15 monitor/defibrillator. Physio-Control Part# 11577-000002

**Back Pouch** LIFEPAK 15 monitor/defibrillator. Physio-Control Part# 11260-000039

**PRICING SHEET**

**Bid Sheet page 1 of 13**

**Vendor** \_\_\_\_\_

**Extrication Collar, Adult**      \$ \_\_\_\_\_ each

Brand      \_\_\_\_\_

Part#      \_\_\_\_\_

**Extrication Collar, Pediatric**      \$ \_\_\_\_\_ each

Brand      \_\_\_\_\_

Part#      \_\_\_\_\_

**9' Backboard Strap**      \$ \_\_\_\_\_ each

Brand      \_\_\_\_\_

Part#      \_\_\_\_\_

**Head Immobilizer**      \$ \_\_\_\_\_ each

Brand      \_\_\_\_\_

Part#      \_\_\_\_\_

**Wool blanket**      \$ \_\_\_\_\_ each

Brand      \_\_\_\_\_

Part#      \_\_\_\_\_

**I.V. Tubing 10gtt**      \$ \_\_\_\_\_ each

Brand      \_\_\_\_\_

Part#      \_\_\_\_\_

**PRN (INT) Adapter**      \$ \_\_\_\_\_ each

Brand      \_\_\_\_\_

Part#      \_\_\_\_\_

**Bid Sheet page 2 of 13**

**Vendor** \_\_\_\_\_

**Veni-Gard I.V. dressing**      \$ \_\_\_\_\_ each

Brand                              No Substitution

Part#                                \_\_\_\_\_

**Combi-Tube**                      \$ \_\_\_\_\_ each

Brand                              No Substitution

Part#                                \_\_\_\_\_

**BVM, Adult Ambu**              \$ \_\_\_\_\_ each

Brand                              No Substitution

Part#                                \_\_\_\_\_

**BVM, Pediatric Ambu**         \$ \_\_\_\_\_ each

Brand                              No Substitution

Part#                                \_\_\_\_\_

**Esophageal detector**         \$ \_\_\_\_\_ each

Brand                                \_\_\_\_\_

Part#                                \_\_\_\_\_

**Tube holder, Adult Laerdal**    \$ \_\_\_\_\_ each

Brand                              No Substitution

Part#                                \_\_\_\_\_

**Tube holder, Pedi. Laerdal**    \$ \_\_\_\_\_ each

Brand                              No Substitution

Part#                                \_\_\_\_\_

Vendor \_\_\_\_\_

**Malleable splint** \$ \_\_\_\_\_ each

Brand \_\_\_\_\_

Part# \_\_\_\_\_

**Normal Saline Flush** \$ \_\_\_\_\_ each

Brand \_\_\_\_\_

Part# \_\_\_\_\_

**Latex Free Tourniquet** \$ \_\_\_\_\_ each

Brand No Substitution

Part# \_\_\_\_\_

**Sager Traction Splint** \$ \_\_\_\_\_ each

Brand No Substitution

Part# \_\_\_\_\_

**Infant Sager Traction Splint** \$ \_\_\_\_\_ each

Brand No Substitution

Part# \_\_\_\_\_

**Clam Shell Device** \$ \_\_\_\_\_ each

Brand \_\_\_\_\_

Part# \_\_\_\_\_

**Padded Board Splints Set** \$ \_\_\_\_\_ each

Brand \_\_\_\_\_

Part# \_\_\_\_\_

**Bid Sheet page 4 of 13**

**Vendor** \_\_\_\_\_

**Padded Board Splint 15"**      \$ \_\_\_\_\_ each

Brand      \_\_\_\_\_

Part#      \_\_\_\_\_

**Padded Board Splint 36"**      \$ \_\_\_\_\_ each

Brand      \_\_\_\_\_

Part#      \_\_\_\_\_

**Padded Board Splint 54"**      \$ \_\_\_\_\_ each

Brand      \_\_\_\_\_

Part#      \_\_\_\_\_

**Res-Q-Vac Adult Kit**      \$ \_\_\_\_\_ each

Brand      \_\_\_\_\_

Part#      \_\_\_\_\_

**Res-Q-Vac Adult Refill**      \$ \_\_\_\_\_ each

Brand      \_\_\_\_\_

Part#      \_\_\_\_\_

**Res-Q-Vac Pedi. Refill**      \$ \_\_\_\_\_ each

Brand      \_\_\_\_\_

Part#      \_\_\_\_\_

Vendor \_\_\_\_\_

**I.O. needle 15 g adjustable**      \$ \_\_\_\_\_ each

Brand      \_\_\_\_\_

Part#      \_\_\_\_\_

**I.O. needle 18 g adjustable**      \$ \_\_\_\_\_ each

Brand      \_\_\_\_\_

Part#      \_\_\_\_\_

**Big Stick Suction Tip**      \$ \_\_\_\_\_ each

Brand      No Substitution

Part#      \_\_\_\_\_

**O2 Resq CPAP System**      \$ \_\_\_\_\_ each

Brand      No Substitution

Part#      \_\_\_\_\_

**MAST Trousers**      \$ \_\_\_\_\_ each

Brand      \_\_\_\_\_

Part#      \_\_\_\_\_

**Bougie 15 French**      \$ \_\_\_\_\_ each

Brand      \_\_\_\_\_

Part#      \_\_\_\_\_

Vendor \_\_\_\_\_

**Disater Pouch, Adult**                    \$ \_\_\_\_\_ each

Brand    \_\_\_\_\_

Part#    \_\_\_\_\_

**Long Spine Board**                    \$ \_\_\_\_\_ each

Brand    \_\_\_\_\_

Part#    \_\_\_\_\_

**Breathsaver**                            \$ \_\_\_\_\_ each

Brand    No Substitution

Part#    \_\_\_\_\_

**LA Rescue Trauma Bag**            \$ \_\_\_\_\_ each

Brand    No Substitution

Part#    \_\_\_\_\_

**Bid Sheet page 7 of 13**

**Vendor** \_\_\_\_\_

**Plano 747M** \$ \_\_\_\_\_ each

Brand Plano

Part# \_\_\_\_\_

**Flambeau 2072** \$ \_\_\_\_\_ each

Brand Flambeau

Part# \_\_\_\_\_

**Portable O2 Regulator** \$ \_\_\_\_\_ each

Brand \_\_\_\_\_

Part# \_\_\_\_\_

**CAT Tourniquet** \$ \_\_\_\_\_ each

Brand \_\_\_\_\_

Part# \_\_\_\_\_

**King Vision Display** \$ \_\_\_\_\_ each

Brand No Substitution

Part# \_\_\_\_\_

**King Vision Kit** \$ \_\_\_\_\_ each

Brand No Substitution

Part# \_\_\_\_\_

**King Vision Channeled Blade** \$ \_\_\_\_\_ each

Brand No Substitution

Part# \_\_\_\_\_

Vendor \_\_\_\_\_

**King Vision Standard Blade**      \$ \_\_\_\_\_ each

Brand                                      No Substitution

Part#                                      \_\_\_\_\_

**Test Strips**                              \$ \_\_\_\_\_ each

Brand                                      \_\_\_\_\_

Part#                                      \_\_\_\_\_

**Pelvic Splint**                              \$ \_\_\_\_\_ each

Brand                                      \_\_\_\_\_

Part#                                      \_\_\_\_\_

**Pedi. ECG Electrodes**              \$ \_\_\_\_\_ each

Brand                                      \_\_\_\_\_

Part#                                      \_\_\_\_\_

**Portable Suction Unit**              \$ \_\_\_\_\_ each

Brand                                      No Substitution

Part#                                      \_\_\_\_\_

**NIBP Tubing, Coiled**              \$ \_\_\_\_\_ each

Brand                                      Physio-Control

Part#                                      21300-007300 (2-9ft)

**Infant cuff**                              \$ \_\_\_\_\_ each

Brand                                      Physio-Control

Part#                                      11160-000001

**Bid Sheet page 9 of 13**

**Vendor** \_\_\_\_\_

**Pediatric cuff** \$ \_\_\_\_\_ each

Brand Physio-Control

Part# 11160-000003

**Adult cuff** \$ \_\_\_\_\_ each

Brand Physio-Control

Part# 11160-000005

**Large Adult cuff** \$ \_\_\_\_\_ each

Brand Physio-Control

Part# 11160-000007

**X-Large Adult cuff** \$ \_\_\_\_\_ each

Brand Physio-Control

Part# 11160-000009

**12-Lead Trunk Cable** \$ \_\_\_\_\_ each

Brand Physio-Control

Part# 11111-000020 (8ft)

**12-Lead ECG Cable 6-Wire** \$ \_\_\_\_\_ each

Brand Physio-Control

Part# 11111-000022

**QUIK-COMBO Adult** \$ \_\_\_\_\_ each

Brand Physio-Control

Part# 11996-000017

**Bid Sheet page 10 of 13**

**Vendor** \_\_\_\_\_

**Pediatric QUIK-COMBO** \$ \_\_\_\_\_ each

Brand                      Physio-Control

Part#                      11996-000093

**QUIK-COMBO Therapy Cable** \$ \_\_\_\_\_ each

Brand                      Physio-Control

Part#                      11113-000004

**RC Patient Cable**

**4 foot cable**            \$ \_\_\_\_\_ each

Brand                      Physio-Control

Part#                      11171-000037

**12 foot cable**        \$ \_\_\_\_\_ each

Brand                      Physio-Control

Part#                      11171-000038

**Rainbow Reusable Sensor**

**Adult**                    \$ \_\_\_\_\_ each

Brand                      Physio-Control

Part#                      11171-000049

**Pediatric**                \$ \_\_\_\_\_ each

Brand                      Physio-Control

Part#                      11171-000050

Vendor \_\_\_\_\_

**Rainbow Adhesive Sensor (10/box)**

**Infant** \$ \_\_\_\_\_ each

**Brand** Physio-Control

**Part#** 11996-000342

**Neo/Adult** \$ \_\_\_\_\_ each

**Brand** Physio-Control

**Part#** 11996-000341

**Rainbow Adhesive Sensor (10/box)**

**Adult** \$ \_\_\_\_\_ each

**Brand** Physio-Control

**Part#** 11996-000339

**Pediatric** \$ \_\_\_\_\_ each

**Brand** Physio-Control

**Part#** 11996-000340

**Rainbow Direct Connect Reusable Sensor**

**Adult** \$ \_\_\_\_\_ each

**Brand** Physio-Control

**Part#** 11171-000032 (8ft)

**Pediatric** \$ \_\_\_\_\_ each

**Brand** Physio-Control

**Part#** 11171-000033 (8ft)

Vendor \_\_\_\_\_

**Capnography FilterLine® SET**

**Adult/pedi 200 cm**      \$ \_\_\_\_\_ 25/pk  
Brand                      Physio-Control  
Part#                      11996-000081

**Capnography FilterLine® SET**

**Adult/pedi 400 cm**      \$ \_\_\_\_\_ 25/pk  
Brand                      Physio-Control  
Part#                      11996-000164

**Capnography FilterLine® SET**

**Pedi/neonate**              \$ \_\_\_\_\_ 25/pk  
Brand                      Physio-Control  
Part#                      11996-000001

**Smart CapnoLine® Plus Adult with O2**

**Adult 200 cm**              \$ \_\_\_\_\_ 25/pk  
Brand                      Physio-Control  
Part#                      11996-000163

**Adult 400cm**              \$ \_\_\_\_\_ 25/pk

Brand                      Physio-Control  
Part#                      11996-000165

**CapnoLine Pedi w/O2**      \$ \_\_\_\_\_ 25/pk

Brand                      Physio-Control  
Part#                      11996-000128

**Bid Sheet page 13 of 13**

**Vendor** \_\_\_\_\_

**Standard Carrying Case**      \$ \_\_\_\_\_ each

    Brand                      Physio-Control

    Part#                      11577-000002

**Back Pouch**                      \$ \_\_\_\_\_ each

    Brand                      Physio-Control

    Part#                      11260-000039

**Company Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing NO misrepresentations. The information is NOT tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Authorized Signer (Printed or Typed)

\_\_\_\_\_  
Title of Authorized Signer

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Address, City and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date



Hamilton County, Tennessee On-Line Bid Administration System

Technical Support | FAQ | Help

Log Out

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Solicitation 0315-134 - Log  
EMS Disposable Medical Supplies

3/23/2015 8:23 AM Eastern

Bids Due Date/Time: 4/06/2015 10:30:00 AM Eastern

Visible to Vendors: Currently Visible Bids Due: 4/06/2015 10:30:00 AM Eastern  
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Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		export	print	Records Per Page			
Send Date	Time Zone	Sent By	Message Subject	Template Name	Message Comment	# Sent	# Failed
3/23/2015 8:23:30AM	Eastern	Linda Chumbler	<a href="#">0315-134 - EMS Disposable Medical Supplies</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	309	3

For assistance, please contact [Technical Support](#). eBid Exchange. Copyright © 1999-2015 E-Bid Systems, Inc. All rights reserved.

**Please run the attached ad on March 23, 2015, in the legal notices.**

**LEGAL NOTICE**

Bids for contract pricing for EMS Disposable Medical Supplies will be opened at 10:30 AM (ET) on April 6, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

**Gail B. Roppo**  
Director of Purchasing



# Resolution:

(Proof Sheet - 4/22/2015)

Commission Date: 5/6/2015

Recessed Date: / /

Special Called Date: / /

Subject: Medical Supplies Contract

Submitter: Linda Chumbler / Eric Ethridge

Description:

Contract unit pricing for disposable medical supplies to be used on County ambulances.

Administrator/Elect Off/Other

Don Allen

Division

General Services

Department

Emergency Medical Services

Title:

A Resolution accepting the bids of Bound Tree Medical, LLC and Nashville Medical and EMS Products, Inc. for one (1) year contract pricing, beginning May 7, 2015, through May 6, 2016, for medical supplies for Emergency Medical Services and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.

## Purchases

Bid  RFP  Other

Low Bid/RFP  Best Overall Bid/RFP

Notifications

309

Responses

10

Sole Source Purchase

## If a Vehicle Purchase

Addition to Fleet  Replacement

## Budget

Capital Outlay  Operating  Bond Fund

Other Funds:

If Not Budgeted, Identify Source of Funds to be Amended:

## Grants

Amount of County Match Required:

Is Match Budgeted?  Yes  No

Name/Source of Grant:

EMS Medical Supplies  
 Emergency Medical Services Department  
 April 6, 2015 10:30 A.M.

Item	Bound Tree	Nashville Med & EMS	Ever Ready First Aid	EMED	MMS	Roll-Aid	Penn Care Inc.	McKesson	Henry Schein	Phyto
Extraction Collar Adult	\$ 3.95	\$ -	\$ 8.00	\$ 4.95	\$ 5.70	\$ 8.94	\$ 4.14	\$ 7.80	\$ 4.48	
Extraction Collar Pedi.	\$ 3.95	\$ -	\$ 8.00	\$ 4.95	\$ 5.70	\$ 7.10	\$ 4.14	\$ 7.80	\$ 4.48	
Backboard Strap	\$ 1.76	\$ 1.23	\$ 2.00	\$ 3.50	\$ 1.55	\$ -	\$ 2.18	\$ 3.18	\$ 9.88	
Head Immobilizer	\$ 2.55	\$ 4.68	\$ 8.72	\$ 3.86	\$ 3.80	\$ -	\$ 2.06	\$ 2.84	\$ 6.77	
Wool Blanket	\$ 8.19	\$ -	\$ 9.90	\$ 12.98	\$ 17.23	\$ 21.03	\$ -	\$ 9.68	\$ 9.38	
I.V. Tubing 10gtt.	\$ 1.24	\$ -	\$ 1.72	\$ 1.25	\$ 1.25	\$ -	\$ 1.38	\$ 1.62	\$ 1.82	
INT Adapter	\$ 1.25	\$ 0.95	\$ 1.38	\$ 0.95	\$ 1.01	\$ 1.70	\$ 0.97	\$ 1.34	\$ 1.35	
Veniguard Dressing	\$ 0.36	\$ 0.38	\$ 0.40	\$ 37.50	\$ 0.34	\$ 64.41	\$ 0.45	\$ 0.48	\$ 0.48	
Combi-Tube	\$ 40.83	\$ -	\$ 48.00	\$ 38.95	\$ 41.43	\$ -	\$ 50.81	\$ 43.26	\$ 48.15	
Adult BVM	\$ 8.22	\$ -	\$ 10.90	\$ 9.50	\$ 11.22	\$ 12.51	\$ 9.18	\$ 12.84	\$ 8.30	
Pedi BVM	\$ 13.71	\$ -	\$ 18.00	\$ 9.50	\$ 17.23	\$ 16.85	\$ 13.88	\$ 24.78	\$ 13.09	
Esophageal Detector	\$ 1.85	\$ -	\$ 2.38	\$ 2.95	\$ 2.25	\$ 3.49	\$ 2.03	\$ 3.82	\$ 1.81	
Adult Tube Holder	\$ 2.54	\$ -	\$ 3.60	\$ 3.85	\$ 2.68	\$ 3.37	\$ 3.14	\$ 2.84	\$ 2.59	
Pedi Tube Holder	\$ 2.54	\$ -	\$ 3.60	\$ 3.85	\$ 2.68	\$ 3.48	\$ 3.14	\$ 2.84	\$ 2.59	
Malleable Splint	\$ 6.60	\$ 2.89	\$ 3.64	\$ 4.85	\$ 3.17	\$ 12.74	\$ 4.21	\$ 7.63	\$ 5.18	
Normal Saline Flush	\$ 0.33	\$ -	\$ 0.43	\$ 0.37	\$ 0.38	\$ 62.91	\$ 0.44	\$ 0.34	\$ 0.89	
Latex Free Tourniquot	\$ 4.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4.70	\$ -	\$ -	
Sager Traction Splint	\$ 308.98	\$ -	\$ 370.00	\$ -	\$ -	\$ 391.55	\$ 317.12	\$ 339.18	\$ 306.87	
Infant Sager Splint	\$ 270.12	\$ -	\$ 310.00	\$ -	\$ -	\$ 332.63	\$ 286.20	\$ 285.24	\$ 258.08	
Clim Shell Device	\$ 65.06	\$ 52.49	\$ -	\$ 95.00	\$ 54.30	\$ -	\$ 107.38	\$ 113.89	\$ 64.30	
Padded Board Splints Set	\$ 65.29	\$ 22.49	\$ 80.00	\$ -	\$ 28.37	\$ 38.39	\$ 33.13	\$ 2.49	\$ 31.53	
18" Padded Board Splint	\$ 2.08	\$ 1.89	\$ 2.38	\$ -	\$ 1.63	\$ 2.73	\$ 2.39	\$ 2.40	\$ 2.32	
36" Padded Board Splint	\$ 3.54	\$ 2.79	\$ 3.90	\$ -	\$ 3.13	\$ 4.08	\$ 3.94	\$ 3.58	\$ 3.82	
64" Padded Board Splint	\$ 4.99	\$ 3.89	\$ 5.72	\$ -	\$ 3.98	\$ 5.77	\$ 12.19	\$ 8.28	\$ 4.95	
Res Q Vac Complete	\$ 85.29	\$ 35.99	\$ 72.00	\$ 35.00	\$ -	\$ 87.09	\$ 89.94	\$ 64.19	\$ 68.50	
Res Q Vac Adult Refill	\$ 15.28	\$ 8.95	\$ 16.00	\$ 8.50	\$ -	\$ 17.80	\$ 12.19	\$ 16.02	\$ 14.09	
Res Q Vac Pedi. Refill	\$ 18.85	\$ 8.95	\$ 16.00	\$ 8.50	\$ -	\$ 14.37	\$ 12.19	\$ 13.09	\$ 14.23	
IO needle 15g	\$ 8.59	\$ 9.95	\$ 9.90	\$ -	\$ 19.59	\$ 24.39	\$ 11.48	\$ 14.85	\$ 18.60	
IO needle 18g	\$ 8.59	\$ 9.95	\$ 9.90	\$ -	\$ 19.59	\$ 24.68	\$ 11.48	\$ 55.24	\$ 18.60	
Big Stick Suction tip	\$ 1.68	\$ -	\$ 2.00	\$ 2.25	\$ 2.23	\$ -	\$ 2.42	\$ 1.82	\$ 1.98	
CPAP Set	\$ 35.71	\$ -	\$ -	\$ 64.50	\$ -	\$ 57.70	\$ 58.92	\$ 35.88	\$ -	
MAST	\$ 682.11	\$ -	\$ -	\$ 976.00	\$ -	\$ -	\$ 908.16	\$ 779.41	\$ 864.14	
BT Introducer 16 french	\$ 4.15	\$ 2.89	\$ 5.90	\$ 2.95	\$ 4.19	\$ 9.74	\$ 5.77	\$ 6.07	\$ 4.48	
Disaster Pouch	\$ 22.87	\$ -	\$ -	\$ -	\$ 36.28	\$ 68.27	\$ 187.38	\$ 40.68	\$ 81.90	
Long Spine Board	\$ 163.85	\$ 84.95	\$ 236.60	\$ 85.00	\$ 196.83	\$ -	\$ 235.17	\$ 289.38	\$ 68.38	
Breathaver	\$ 168.32	\$ -	\$ 180.00	\$ 149.50	\$ 172.17	\$ 214.12	\$ 180.13	\$ 180.41	\$ 159.15	
LA Rescue Trauma Bag	\$ 60.18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Piano 747M	\$ 105.63	\$ -	\$ 115.00	\$ -	\$ -	\$ 183.06	\$ 123.39	\$ 142.90	\$ 113.89	
Flambeau 2072	\$ 47.45	\$ -	\$ 75.00	\$ -	\$ -	\$ 60.08	\$ 65.79	\$ 58.18	\$ 80.02	
Portable O2 Regulator	\$ 58.11	\$ 34.95	\$ 60.00	\$ 68.95	\$ 29.93	\$ -	\$ 27.92	\$ 36.68	\$ 50.57	
CAT Tourniquet	\$ 23.90	\$ 27.89	\$ 24.90	\$ 24.95	\$ 26.27	\$ 29.17	\$ 28.77	\$ 28.19	\$ 27.89	
King Vision Display	\$ 1,036.77	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,799.15	\$ -	
King Vision Kit	\$ 1,122.61	\$ -	\$ 1,372.00	\$ -	\$ -	\$ -	\$ 1,261.21	\$ 1,919.18	\$ -	
King Vision Channeled Blade	\$ 29.62	\$ -	\$ 30.00	\$ -	\$ -	\$ -	\$ 32.84	\$ 35.98	\$ -	
King Vision Standard Blade	\$ 14.97	\$ -	\$ 29.00	\$ -	\$ -	\$ -	\$ 32.84	\$ 35.95	\$ -	
Test Strips	\$ 0.30	\$ 16.28	\$ 18.00	\$ 15.00	\$ 15.11	\$ -	\$ 10.85	\$ 1.32	\$ 38.00	
Pelvic Splint	\$ 54.99	\$ -	\$ 80.00	\$ 78.95	\$ -	\$ 69.85	\$ -	\$ -	\$ 55.09	
Pedi ECG electrodes	\$ 6.89	\$ -	\$ 10.00	\$ 4.95	\$ 4.56	\$ -	\$ 8.39	\$ 9.90	\$ 31.00	
Portable Suction Unit	\$ 737.85	\$ -	\$ 880.00	\$ 895.00	\$ 732.98	\$ -	\$ 818.21	\$ 778.22	\$ 713.31	
NIBP Tubing	\$ 43.18	\$ -	\$ 54.00	\$ 43.95	\$ 51.16	\$ 51.92	\$ -	\$ 45.25	\$ 45.50	\$ 48.75
Infant Cuff	\$ 17.21	\$ -	\$ 23.00	\$ 18.95	\$ 19.83	\$ 19.82	\$ -	\$ 17.68	\$ 17.37	\$ 17.85
Pedi Cuff	\$ 19.28	\$ -	\$ 28.00	\$ 19.95	\$ 22.32	\$ 22.68	\$ -	\$ 20.18	\$ 19.30	\$ 20.40
Adult Cuff	\$ 23.80	\$ -	\$ 33.00	\$ 23.95	\$ 27.90	\$ 28.32	\$ 21.76	\$ 25.22	\$ 23.16	\$ 25.50
Large Adult Cuff	\$ 26.33	\$ -	\$ 36.00	\$ 25.95	\$ 30.89	\$ 31.15	\$ 31.31	\$ 27.75	\$ 25.61	\$ 28.05
XL Cuff	\$ 38.29	\$ -	\$ 54.00	\$ 39.95	\$ 44.85	\$ 45.31	\$ 44.51	\$ 40.36	\$ 39.71	\$ 40.80
12 Lead Trunk Cable	\$ 269.79	\$ -	\$ 377.00	\$ 272.50	\$ 316.27	\$ 320.96	\$ 308.27	\$ 285.88	\$ 281.25	\$ 289.00

EMS Medical Supplies  
 Emergency Medical Services Department  
 April 6, 2016 10:30 A.M.

12 Lead ECG 8 wire	\$ 106.15	\$ -	\$ 150.00	\$ 109.50	\$ 125.58	\$ 127.44	\$ 122.40	\$ 113.51	\$ 111.87	\$ 114.75
Quik combo Adult	\$ 10.63	\$ -	\$ 46.00	\$ 34.50	\$ 28.55	\$ 27.35	\$ 33.70	\$ 22.71	\$ 23.18	\$ 35.70
Pedi Quik Combo	\$ 11.49	\$ -	\$ 50.00	\$ 36.50	\$ 28.77	\$ 28.79	\$ 35.70	\$ 77.18	\$ 24.82	\$ 38.25
Quik Combo Cable	\$ 275.00	\$ -	\$ -	\$ 286.00	\$ 326.60	\$ 331.34	\$ -	\$ 295.13	\$ 290.34	\$ 298.35
RC Patient Cable 4ft.	\$ 199.77	\$ -	\$ 275.00	\$ 205.95	\$ 231.82	\$ 235.06	\$ -	\$ 378.91	\$ 205.97	\$ 211.85
RC Cable 12 ft.	\$ 568.32	\$ -	\$ -	\$ 305.95	\$ 344.76	\$ -	\$ -	\$ 311.94	\$ 281.25	\$ 315.35
Rainbow Reusable Adult	\$ 516.25	\$ -	\$ 705.00	\$ 645.95	\$ 592.55	\$ 601.33	\$ -	\$ 635.00	\$ 526.92	\$ 641.45
Rainbo reusable pedi	\$ 199.77	\$ -	\$ 700.00	\$ 775.95	\$ 654.88	\$ 664.58	\$ -	\$ -	\$ 57.08	\$ 598.40
Rainbo adhesive infant	\$ 13.35	\$ -	\$ 820.00	\$ 595.00	\$ 64.44	\$ 651.51	\$ -	\$ -	\$ 550.46	\$ 628.15
Rainbo adhesive Neo/adult	\$ 527.16	\$ -	\$ 790.00	\$ 575.00	\$ 62.18	\$ 628.58	\$ -	\$ 66.87	\$ 550.46	\$ 606.05
Rainbo Adhesive Adult	\$ 527.16	\$ -	\$ 669.00	\$ 575.00	\$ 62.18	\$ 632.22	\$ -	\$ -	\$ 550.46	\$ 606.05
Rainbo Adhesive Pedi	\$ 527.16	\$ -	\$ 620.00	\$ 595.00	\$ 64.44	\$ 674.78	\$ -	\$ 57.70	\$ 670.54	\$ 828.15
Rainbo Direct Connect Adult	\$ 808.72	\$ -	\$ 1,005.00	\$ 695.00	\$ 942.32	\$ 957.33	\$ 742.58	\$ 851.75	\$ 837.94	\$ 851.05
Rainbo Direct Connect Pedi	\$ 808.72	\$ -	\$ 1,005.00	\$ 695.00	\$ 942.32	\$ 990.66	\$ -	\$ 851.75	\$ 837.94	\$ 851.05
Canpo. Filter line adult/pedi	\$ 199.75	\$ -	\$ 300.00	\$ 230.00	\$ 244.18	\$ 249.75	\$ 253.87	\$ 218.50	\$ 218.01	\$ 236.00
Canpn Filte line Adult pedi 400 cm	\$ 199.75	\$ -	\$ 349.00	\$ 260.00	\$ 273.83	\$ 276.51	\$ -	\$ 245.28	\$ 216.01	\$ -
Canpn Filte line Pedi neonate	\$ 297.00	\$ -	\$ 600.00	\$ 445.00	\$ 475.29	\$ 480.50	\$ 494.13	\$ 426.50	\$ 420.78	\$ 463.25
Smart capnoline adult 200cm	\$ 250.00	\$ -	\$ -	\$ 289.95	\$ 305.23	\$ -	\$ 317.33	\$ 273.26	\$ 270.01	\$ 297.60
Smart capnoline adult 400cm	\$ 250.00	\$ -	\$ -	\$ 325.00	\$ 388.00	\$ -	\$ -	\$ 347.44	\$ 343.56	\$ 378.25
Capnoline Pedi w/o2	\$ 250.00	\$ -	\$ 450.00	\$ 345.95	\$ 370.83	\$ 392.75	\$ 385.33	\$ 331.76	\$ 328.01	\$ 381.25
Standere Carrying Case	\$ 240.20	\$ -	\$ 322.00	\$ 240.00	\$ 268.83	\$ 279.20	\$ -	\$ 243.00	\$ 239.06	\$ 245.85
Back Pouch	\$ 58.60	\$ -	\$ 83.00	\$ 65.00	\$ 68.83	\$ 70.68	\$ -	\$ 62.22	\$ 61.22	\$ 62.90
All Items sum (1 of each item bid)	\$ 12,578.82	\$ 134.25	\$ 15,279.61	\$ 11,425.32	\$ 8,844.92	\$ 10,590.25	\$ 7,739.49	\$ 11,187.33	\$ 11,149.61	\$ 8,859.55
Monitor Items total	\$ 7,282.83	\$ -	\$ 9,733.00	\$ 8,775.40	\$ 7,376.43	\$ 8,800.50	\$ 2,790.87	\$ 6,162.04	\$ 7,965.53	\$ 8,859.55
Items Low	\$ 52.00	\$ 7.00	\$ -	\$ 6.00	\$ 4.00	\$ -	\$ 2.00	\$ 2.00	\$ 6.00	\$ -
Items not bid	\$ -	\$ 58.00	\$ 10.00	\$ 17.00	\$ 16.00	\$ 21.00	\$ 21.00	\$ 6.00	\$ 7.00	\$ 50.00
Percent of items low bid	68%	9%	0%	8%	5%	0%	3%	3%	8%	0%
Percent items not bid	0%	75%	13%	22%	23%	27%	27%	8%	9%	65%
Cost per item (low \$/items bid)	\$ 163.36	\$ 17.59	\$ 228.05	\$ 190.42	\$ 145.00	\$ 189.11	\$ 138.21	\$ 188.55	\$ 159.28	\$ 328.13
Cost per item (low \$/total items)	\$ 163.36	\$ 4.34	\$ 198.44	\$ 148.38	\$ 114.87	\$ 137.54	\$ 100.51	\$ 173.86	\$ 144.80	\$ 115.06

Green: Low bid meeting specs  
 Pink: Does not meet specs

Request for Bids:	
Newspaper Ad:	03/23/2016
Vendor Notification:	309
Vendor Response:	10
Budgeted:	Operating



# Hamilton County Board of Commissioners RESOLUTION

No. 416-42

A RESOLUTION ACCEPTING THE BID OF NEWCOM WIRELESS SERVICES FOR ONE (1) YEAR CONTRACT UNIT PRICING FOR RUGGEDIZED LAPTOP COMPUTERS FOR EMERGENCY MEDICAL SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement a one (1) year unit price contract for ruggedized laptop computers for Emergency Medical Services; and,

WHEREAS, the bid from Newcom Wireless Services amounting to \$4,362.00 each was considered to be the lowest and best bid received; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bid of Newcom Wireless Services for one (1) year contract unit pricing for ruggedized laptop computers for Emergency Medical Services is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

April 20, 2016

\_\_\_\_\_  
Date

Memo

Date: April 1, 2016

To: Linda Chumbler

From: Captain Eric Ethridge

Subject: Bid Evaluation

Newcom Wireless is the lowest bidder meeting specification at \$4362.00. I confirmed with a representative from Newcom Wireless that their bid met specification. The bids from TIG and Lowry Solutions failed to meet specification per emails from each firm's representatives.

### **Ruggedized Laptop Computer for Emergency Medical Service**

Hamilton County, Tennessee is soliciting bids for one (1) year contract pricing to furnish Hamilton County Emergency Medical Service ruggedized laptop computers. Units will be suitable for transmission of data to receiving hospitals and mapping and computer aided dispatch software use. Approximately 5 to 10 units will be purchased per contract period. Quantity ordered to be determined at time of order.

Bid price on all items to include shipping/delivery to:

Hamilton County Emergency Medical Services  
2900 Riverport Road  
Chattanooga, Tennessee 37406

#### **Bid Submission Requirements**

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 11:00 a.m. (ET) on March 30, 2016 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0316-126: Ruggedized Laptop Computers". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

**Note: Important delivery / mailing instructions.**

*NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.*

<b><u>DELIVERY ADDRESS</u></b>
Gail B. Roppo
Director of Purchasing
Bid # 0316-126: Ruggedized Laptop Computers from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

**Award of Bid**

While Hamilton County prefers to issue this contract to a single vendor, we reserve the right to award sections of the total package to multiple vendors or the entire package to a single vendor who may be deemed to have submitted the best overall bid package, in the interest of the County.

After evaluation of all sections of this bid document, the unit prices will be used in determining the best overall bid package. Hamilton County reserves the right to waive any irregularities or reject any or all bids.

**Contacts**

Questions concerning product specifications should be directed to Capt. Eric Ethridge, (423) 493-5105 or jethridge@mail.hamiltontn.gov.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, (423) 209-6350 or lindac@hamiltontn.gov.

**Specifications**

**Panasonic ToughBook CF-31 Model CF-3117159CM with below minimum specifications:**

**No substitutions.** Must be compatible with existing mobile data system.

Processor: Intel Core i5

Drives: 256 GB SSD and DVD Writer

8 GB RAM

13.3" Touch Screen

Bluetooth

Wi-Fi, Verizon LTE

GPS NMEA Port capable built in

Back-Lit Keyboard/ not rubberized

Operating System: Windows 7 Professional Service Pack 1 Installed

Must meet MIL-STD-810G; MIL-STD-461F Certified; IP65 Certified; Section 508 Standards

**Pricing Sheet**

Rugged Laptop                      \$ \_\_\_\_\_ each

Brand                                      \_\_\_\_\_

Model                                      \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

## AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

---

Authorized Signature

---

Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Firm Address, City and Zip Code

---

Telephone Number

---

Fax Number

---

Email Address

---

Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, unless stated otherwise in the bid specifications. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

21. **DISADVANTAGED BUSINESS PROGRAM:** Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [DBE@HamiltonTN.gov](mailto:DBE@HamiltonTN.gov)

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
37. **WARRANTIES:** All warranty information must be furnished.
38. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

**HAMILTON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.**

Please run the attached ad on March 18, 2016 in the legal notices.

## LEGAL NOTICE

Bids for the following items will be opened on March 30, 2016 in the offices of the Hamilton County Purchasing Department located at 455 North Highland Park Avenue, in Chattanooga, TN.

- 10:30 A.M. One (1) year contract pricing for Level IIIA Soft Body Armor
- 10:45 A.M. One (1) year contract pricing for Emergency Medical Service Protective Clothing
- 11:00 A.M. One (1) year contract pricing for Ruggedized Laptop Computers

Specifications are available at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing) or by contacting the Purchasing Department (423-209-6350).

Hamilton County, TN  
Gail B. Roppo  
Director of Purchasing

**LEGAL NOTICE**

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Hamilton County, TN  
Gail B. Roppo  
Director of Purchasing



**Hamilton County, Tennessee On-Line Bid Administration System**

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Role: Client

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**Solicitation - Log**

**3/30/2016 2:10 PM Eastern**

Solicitation Title: Ruggedized Laptop Computers  
 Number: 0316-126  
 Bids Due: 3/30/2016 11:00:00 AM Eastern  
 Status: Closed

Visible to Vendors: [Currently Visible](#) | [Hide](#)

Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		export	print	Records Per Page <input type="text" value="1"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
3/18/2016 8:37:07AM	Eastern	Virginia Grosso	<a href="#">0316-126 - Ruggedized Laptop Computers</a>	<a href="#">Invitation</a>	Please click on the solicitation number above to access the bid documents.	518	38

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Ruggedized Laptop Computers  
 March 30, 2016

Emergency Medical Services  
 11:00 A.M.

Vendors:	Newcom	M. Rugged	Scan	TESSCO	Portable	Howard
	Wireless	Mobile	Technology	Incorporated	Computer	Technology
	Services	Technology	Inc.		Systems	Solutions Inc.
					dba PCS Mobile	
Bid Price (ea):	\$4,362.00	\$4,450.00	\$4,467.33	\$5,097.34	\$5,093.02	\$5,310.00
Delivery:	14 days	4-6 wks ARO	30-45 days	30-45 days ARO	?	10-14 days ARO
Terms:	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	3/18/2016
Vendor Notificatio	518
Vendor Response	8
Budgeted:	Capital Outlay

Submitted a bid, but did not meet specs:  
 Technology Integration Group  
 Lowry Holding Co. dba Lowry Solutions, Inc.