

# Hamilton County Board of County Commissioners

July 02, 2014

AGENDA

ROLL CALL

INVOCATION - **Commissioner Graham**

PLEDGE TO THE FLAG - **Commissioner Graham**

- Minutes                    Recessed Meeting - June 11, 2014
- Minutes                    Agenda Session - June 11, 2014
- Minutes                    Regular Meeting - June 18, 2014
- Res. No. 714-1            A Resolution to approve and accept applications for Notary Public positions.
- Res. No. 714-2            A Resolution approving the purchase of Print on Demand printers and the required wax resin ribbons amounting to \$26,200 from Business Information Systems and to amend County Clerk's Revenue Budget in the amount of \$11,000 and the Operating Expense Budget by \$26,200 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Report                    Trustee Monthly Report - May 2014
- Report                    Trustee Excess Fee Report - May 2014
- Report                    Criminal Court Report - May 2014
- Report                    Juvenile Court Clerk Report - April 2014
- Res. No. 714-3            A Resolution to approve a contract between the Sheriff's Office and the City of Lakesite, Tennessee, in order to provide police services and related vehicle expenses beginning July 1, 2014 and ending June 30, 2015, which is mutually renewable for an additional twenty four months. Additionally the City of Lakesite will reimburse the purchase of two automobiles, to cover the three year period.
- Res. No. 714-3A           A Resolution to approve a contract between the Sheriff's Office and the City of Lakesite, Tennessee, in order to provide police services and related vehicle expenses beginning July 1, 2014 and ending June 30, 2015, which is mutually renewable for an additional twenty four months. Additionally the City of Lakesite will reimburse the purchase of two automobiles, to cover the three year period.
- Res. No. 714-4            A Resolution accepting the unit price bid of Shields Electronics Supply, Inc. for door access materials for the period beginning July 2, 2014 through July 1, 2015 for the Telecommunications Department and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 714-5            A Resolution accepting the unit price bids of Accu-Tech, DCO Distribution, Inc., Diversified Supply, Inc., Graybar Electric Company, Kendall Electric, and Shields Electronics Supply, Inc., beginning July 2, 2014, through July 1, 2016, for miscellaneous voice and data telecommunications materials for the Telecommunications Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 714-6            A Resolution authorizing the County Mayor to sign a contract in the amount of \$60,000 with the City of Chattanooga for the Hamilton County Courts Community Service Program with a term beginning July 1, 2014 and ending June 30, 2015.
- Res. No. 714-7            A Resolution authorizing the County Mayor to sign a contract in the amount of \$185,230.75 with the Tennessee Department of Transportation for the Hamilton County Courts Community Service Program with a contract period beginning July 01, 2014 and ending June 30, 2015
- Res. No. 714-8            A Resolution to declare the former Army Reserve Center property located on East 23rd Street and jointly-owned by Hamilton County and the City of Chattanooga as surplus, to accept a proposal from Rocky Top Enterprises LLC, and to authorize the County Mayor to negotiate a Real Estate Purchase Agreement for the sale price of \$157,348.
- Res. No. 714-9            A Resolution to approve architectural firms for the design of one new school and three additions to existing schools.

- Res. No. 714-10 A Resolution authorizing the County Mayor to sign a lease agreement in the amount of \$9,445.00 annually with Chattanooga Church Ministries, Inc. d.b.a., Chattanooga Community Kitchen for space for use by Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department's Homeless Health Care Center, for the period of January 1, 2014 through December 31, 2014.
- Res. No. 714-11 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 continue an agreement beginning July 1, 2014 and ending June 30, 2015, between Hamilton County and the Tennessee Department of Human Services to provide Adult Daycare and Homemaker Services for eligible individuals and families amounting to \$330,000.
- Res. No. 714-12 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 continue subcontract agreements with the Partnership for Families, Children and Adults, Inc. and Signal Centers, Inc. beginning July 1, 2014 and ending June 30, 2015, to provide Title XX social services for eligible individuals and families amounting to \$330,000.
- Res. No. 714-13 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 accept an agreement beginning July 1, 2014 and ending on June 30, 2015, between Hamilton County and the City of Chattanooga in the amount of \$23,306.00 to provide financial assistance to families and individuals to prevent those families and individuals from becoming homeless and to amend the Expense and Revenue Budgets by adding \$8,306.00.
- Res. No. 714-14 A Resolution approving an Amendment to the Hamilton County Employee Handbook.
- Res. No. 714-15 A resolution to authorize expenditures at the discretion of the individual members of the County Commission in an aggregate amount not to exceed nine hundred thousand dollars (\$900,000) from the County Line of Credit to be used exclusively for public works capital projects as defined by Tennessee Code Annotated Section 9-21-105.
- Res. No. 714-16 A Resolution to reappoint T. W. Francescon Jr., and William Madison and to appoint Miranda Perez and Manuel "Manny" Rico to the Hamilton County Employee Appeals Board for terms as indicated respectively.
- Res. No. 714-17 A Resolution to appoint Constance J. Williams to the Hamilton County Health and Safety Board to fill the vacancy created by the resignation of Robert Lewis which was scheduled to expire on January 19, 2015.
- Res. No. 714-18 A Resolution to make certain findings relating to the Chatterm Chemicals, Inc., project, to delegate certain authority to the Industrial Development Board of the City of Chattanooga and to authorize the County Mayor to enter into and execute an agreement for Payments In Lieu of Ad Valorem Taxes.

## **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 COMMISSION  
JUNE 11, 2014**

**STATE OF TENNESSEE            )**            Recessed Meeting  
**COUNTY OF HAMILTON         )**            June 11, 2014

**BE IT REMEMBERED**, that on this 11<sup>th</sup> day of June, 2014, 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 Fred Skillern, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Beck, Commissioner Boyd, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, and Chairman Skillern. Commissioner Henry was not in attendance. 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.

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

**RECESSED MEETING  
HAMILTON COUNTY COMMISSION  
JUNE 11, 2014**

**RESOLUTION NO. 614-3 A RESOLUTION TO REAPPOINT T. W. FRANCESCON,  
JR., WILLIAM MADISON, AND ROBERT LEWIS, AND TO APPOINT MIRANDA  
PEREZ TO THE HAMILTON COUNTY EMPLOYEE APPEALS BOARD FOR TERMS  
AS INDICATED RESPECTIVELY.**

Chairman Skillern reported that this Resolution had been withdrawn.

There being no further business, Chairman Skillern declared the meeting  
adjourned.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_  
Date

WJK  
Clerk's Initials

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
JUNE 11, 2014**

**STATE OF TENNESSEE**            )            Agenda Preparation Session  
**COUNTY OF HAMILTON**        )            June 11, 2014

**BE IT REMEMBERED**, that on this 11<sup>th</sup> day of June, 2014, an Agenda Preparation Session 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 Fred Skillern, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Beck, Commissioner Boyd, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, and Chairman Skillern. Commissioner Henry was not in attendance. 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.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
JUNE 11, 2014**

**COMMITTEE ASSIGNMENTS**

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

- Resolution No. 614-20 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolutions No. 614-21 through 614-23 were board appointments, requiring no committee assignment.
- An Order of Designation to the Planning Commission would be submitted as a matter of record.
- Resolutions No. 614-24 through 614-32, and 614-34 through 614-39 were assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolutions No. 614-33 and 614-40 were not used.
- Resolutions No. 614-41 through 614-43 were assigned to a Committee of the Whole.

Chairman Skillern reported that the Westview Elementary presentation to Commissioner Henry would be moved from today to next week's meeting, as he was unable to attend today's meeting.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 614-41**

Commissioner Graham spoke regarding this Resolution, which would amend budgets for the School's Federal Projects Fund, the Self-Funded Projects Fund, and the

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JUNE 11, 2014**

General Purpose Fund. He stated that this was a standard housekeeping procedure for the School's budget paperwork.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 614-42**

Chairman Skillern made comments concerning this Resolution, which would adopt the budget for fiscal year 2014 – 2015 and set the County's tax levy for the year 2014. He asked if there were any questions or comments from the Commission regarding this matter. There was none. Chairman Skillern thanked the Mayor and his staff, including Chief of Staff Mike Compton, for their diligence in helping put together this balanced budget.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 614-43**

Finance Administrator Albert Kiser spoke regarding this Resolution, which would make appropriations to nonprofit charitable and civic organizations in the County for the fiscal year 2014 – 2015.

**ANNOUNCEMENTS**

Chairman Skillern asked for announcements from members of the Commission.

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Commissioner Mackey reported that he had attended the Legislative wrap-up last week as a representative of the Commission. He commended the local legislative delegation for their efforts to represent Hamilton County at the State level. He stated that legislative topics affecting Hamilton County included the sale of wine in liquor (grocery) stores, municipal annexation, and the school system's Basic Education Plan (BEP) funding.

Commissioner Graham welcomed members of his family who were in attendance for today's meeting. He announced that he and his wife Letitia celebrated their 25<sup>th</sup> anniversary yesterday.

Commissioner Bankston announced that he and his wife had also celebrated their 45<sup>th</sup> anniversary this past week.

**DELEGATIONS**

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

Being no further business, Chairman Skillern declared the meeting adjourned.

**HAMILTON COUNTY COMMISSION  
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Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

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Date



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Clerk's Initials

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 18, 2014**

**STATE OF TENNESSEE**            )            Regular Meeting  
**COUNTY OF HAMILTON**        )            June 18, 2014

**BE IT REMEMBERED**, that on this 18<sup>th</sup> day of June, 2014, 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 Fred Skillern, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Beck, Commissioner Boyd, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Henry, Commissioner Mackey, and Chairman Skillern. Total present - 9. Total absent – 0.

Also in attendance were County Mayor Jim Coppinger, members of his administrative staff, Assistant County Attorney Dee Hobbs, 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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Commissioner Haynes welcomed Pastor Gary Jared, Stuart Heights Baptist Church, who gave the invocation. Commissioner Haynes led in the pledge to the flag.

**PRESENTATION – CERTIFICATE OF CONGRATULATIONS – DIANE HITCHCOCK**

Commissioner Bankston presented a Certificate of Congratulations to Diane Hitchcock, Outstanding Teacher at Snow Hill Elementary School, upon recently winning the Golden Apple Award from News Channel 12.

Ms. Hitchcock thanked the Commission for this honor. She was personally congratulated and shook hands with Commissioners at this time.

**PRESENTATION – COMMISSIONER LARRY HENRY – WESTVIEW ELEMENTARY SCHOOL**

Westview Elementary School Principal Margo Williams presented a commemorative plaque on behalf of the school to Commissioner Henry for his years of devotion and support to both the school and the entire community. She noted the many contributions Commissioner Henry had made to Westview Elementary during his service.

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Commissioner Henry thanked Ms. Williams for this recognition. He stated that it had been a pleasure to serve in this capacity throughout the years.

**APPROVAL OF MINUTES**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Bankston, that the minutes of the Recessed Meeting of May 28, 2014, the Agenda Preparation Session of May 28, 2014, and the Regular Meeting of June 4, 2014, 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 Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 614-20 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE OATH OF DEPUTY SHERIFF AND THE OATH OF DEPUTY REGISTER.**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Henry, to adopt Resolution No. 614-20. The foregoing Resolution was unanimously adopted on a

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Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern asked that Resolutions No. 614-21 through 614-23 be considered together at this time.

**RESOLUTION NO. 614-21 A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE COUNTY MAYOR OF ONE MEMBER TO THE HAMILTON COUNTY BEER BOARD, TERM EXPIRING JUNE 30, 2017.**

**RESOLUTION NO. 614-22 A RESOLUTION REAPPOINTING COUNTY CLERK WILLIAM F. "BILL" KNOWLES, COUNTY AUDITOR BILL MCGRUFF, COUNTY COMMISSIONER JIM A. FIELDS, AND COUNTY ATTORNEY RHEUBIN M. TAYLOR, AND APPOINTING COUNTY FINANCE ADMINISTRATOR ALBERT KISER TO THE HAMILTON COUNTY ETHICS COMMITTEE.**

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**RESOLUTION NO. 614-23 A RESOLUTION TO CONFIRM THE REAPPOINTMENT  
OF FIVE MEMBERS AND APPOINTMENT OF ONE MEMBER TO THE  
CHATTANOOGA HAMILTON COUNTY REGIONAL HEALTH COUNCIL.**

Resolution No. 614-21 confirms the reappointment of Chris Keene to the Hamilton County Beer Board for a three-year term expiring June 20, 2017.

Resolution No. 614-22 confirms the reappointments of County Clerk Bill Knowles, County Auditor Bill McGriff, County Commissioner Jim Fields, and County Attorney Rhuebin Taylor, and appoints Finance Administrator Albert Kiser to the Hamilton County Ethics Committee for a two-year term ending June 3, 2016.

Resolution No. 614-23 confirms the reappointments of Phyllis Casavant, Early Medley, Mai Bell Hurley, Eva Dillard, and Rae Bond, and the appointment of Cathy Sims Jennings to the Chattanooga-Hamilton County Regional Health Council for a four-year term expiring June 22, 2018.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Beck, to adopt Resolutions No. 614-21 through 614-23. The motion was not voted on at this time.

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Commissioner Mackey spoke regarding Resolution No. 614-22. He noted for the record that these appointments, including that of Commissioner Fields, had been researched and there was no conflict of interest.

Commissioner Fields confirmed that a conflict of interest did not exist. He indicated his intent to vote in support of these Resolutions.

The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern asked that Resolutions No. 614-24 through 614-29 be considered together at this time.

**RESOLUTION NO. 614-24 A RESOLUTION AUTHORIZING THE HAMILTON COUNTY SHERIFF'S OFFICE TO TRANSFER \$8,190 OUT OF ITS NARCOTIC'S (CONFISCATED) FUND TO THE CITY OF CHATTANOOGA'S CONFISCATED FUND.**

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**RESOLUTION NO. 614-25 A RESOLUTION ACCEPTING THE PROPOSAL OF SECURUS TECHNOLOGIES TO PROVIDE THE INMATE TELEPHONE SYSTEM FOR THE COUNTY JAIL AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 614-26 A RESOLUTION APPROVING THE PURCHASE OF SIX (6) PORTABLE RADIOS AND ACCESSORIES AMOUNTING TO \$18,455.10 FROM MOTOROLA SOLUTIONS, INC. FOR THE HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 614-27 A RESOLUTION APPROVING A ONE (1) YEAR CONTRACT RENEWAL WITH TOTAL ADMINISTRATIVE SERVICES CORPORATION (TASC) FOR COBRA ADMINISTRATION SERVICES FOR THE HUMAN RESOURCES DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 614-28 A RESOLUTION APPROVING A ONE (1) YEAR CONTRACT RENEWAL WITH TOTAL ADMINISTRATIVE SERVICES CORPORATION (TASC) FOR FLEXIBLE SPENDING ACCOUNT SERVICES FOR THE HUMAN RESOURCES DEPARTMENT AND AUTHORIZING THE COUNTY**

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**MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS  
RESOLUTION.**

**RESOLUTION NO. 614-29 A RESOLUTION APPROVING THE FIRST YEAR  
CONTRACT RENEWAL WITH SUN LIFE FINANCIAL FOR REINSURANCE FOR THE  
COUNTY'S GROUP MEDICAL PLAN AND AUTHORIZING THE COUNTY MAYOR  
TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

Commissioner Graham provided details regarding Resolutions No. 614-24 through 614-29 and stated that the Finance Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolutions No. 614-24 through 614-29. The motion was not voted on at this time.

Commissioner Boyd made comments concerning Resolution No. 614-29. He applauded mayoral staff from the Purchasing, Human Resources, and other departments for their diligence regarding these and other Resolutions. He noted that because of programs implemented by the County such as the Wellness Center, Health Clinic, and County Pharmacy, insurance premiums were not increasing at the rate they would have otherwise.

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The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern asked that Resolutions No. 614-30, 31, 32, and 34 be considered together at this time. He noted that Resolution No. 614-33 was not used.

**RESOLUTION NO. 614-30 A RESOLUTION ACCEPTING THE BID OF GOLDEN CIRCLE FORD FOR ONE (1) 4X4 UTILITY VEHICLE AMOUNTING TO \$27,671.80 FOR EMERGENCY SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 614-31 A RESOLUTION ACCEPTING THE PROPOSAL OF MEDSAFE WASTE FOR MEDICAL AND PHARMACEUTICAL WASTE DISPOSAL SERVICES FOR VARIOUS HAMILTON COUNTY DEPARTMENTS AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

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**RESOLUTION NO. 614-32 A RESOLUTION AUTHORIZING PAYMENT FOR THE ACQUISITION OF RIGHTS-OF-WAY REQUIRED FOR THE CONSTRUCTION OF THE HIXSON PIKE (SR 319) AT THRASHER PIKE INTERSECTION IMPROVEMENTS IN THE AMOUNT OF \$6,427 OF WHICH 80 PERCENT OF THE COST WILL BE REIMBURSED TO HAMILTON COUNTY BY THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND 20 PERCENT MATCH TO BE PAID BY HAMILTON COUNTY.**

**RESOLUTION NO. 614-33 RESOLUTION NO. NOT USED.**

**RESOLUTION NO. 614-34 A RESOLUTION ACCEPTING THE QUALIFICATIONS AND FEE SCHEDULES OF AMEC ENVIRONMENTAL & INFRASTRUCTURE INC., GEOSERVICES, LLC, K.S. WARE & ASSOCIATES LLC, MARION ENVIRONMENTAL, INC., MC2 ENGINEERS, MORELAND ALTOBELLI ASSOCIATES, INC., S&ME, INC., STANTEC, TERRACON, AND THOMPSON ENGINEERING, FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING JULY 2, 2014 THROUGH JULY 1, 2015, FOR GEOENVIRONMENTAL CONSULTING SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

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Commissioner Graham provided details regarding Resolutions No. 614-30, 31, 32, and 34 and stated that the Finance Committee reviewed and recommended approval. He expressed his appreciation to Purchasing Director Gail Roppo and her staff for continuing to find savings on these and other Resolutions.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolutions No. 614-30, 31, 32, and 34. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Finance Committee Chairman Graham asked that Resolution No. 614-39 be considered at this time.

**RESOLUTION NO. 614-39 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A GRANT AGREEMENT WITH A TERM ENDING JUNE 30, 2015 WITH THE TENNESSEE DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES AND AMENDING THE DRUG COURT FUND BY ADDING \$425,000 TO THE REVENUE AND EXPENDITURE BUDGETS.**

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Commissioner Graham provided details regarding Resolution No. 614-39 and stated that the Finance Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution No. 614-39. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern asked that Resolutions No. 614-35 through 614-38 be considered together at this time.

**RESOLUTION NO. 614-35 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A CONTRACT WITH A TERM OF JULY 1, 2014 TO JUNE 30, 2015 WITH MS. ELAINE KELLY TO SERVE AS COORDINATOR OF THE HAMILTON COUNTY DRUG COURT PROGRAM.**

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**RESOLUTION NO. 614-36 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A CONTRACT WITH A TERM OF JULY 1, 2014 TO JUNE 30, 2015, WITH MS. CRYSTAL COUCH TO SERVE AS A PROGRAM ASSISTANT FOR THE HAMILTON COUNTY DRUG COURT PROGRAM.**

**RESOLUTION NO. 614-37 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A CONTRACT WITH A TERM OF JULY 1, 2014 TO JUNE 30, 2015, WITH MR. JOHN ROBERT COOPER TO SERVE AS A JUNIOR CASE MANAGER FOR THE HAMILTON COUNTY DRUG COURT PROGRAM.**

**RESOLUTION NO. 614-38 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A CONTRACT WITH A TERM OF JULY 1, 2014 TO JUNE 30, 2015 WITH MR. JEFF S. HILL TO SERVE AS CASE MANAGER FOR THE HAMILTON COUNTY DRUG COURT PROGRAM.**

Commissioner Graham provided details regarding Resolutions No. 614-35 through 614-38 and stated that the Finance Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolutions No. 614-35 through 614-38. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County

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Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 614-40 RESOLUTION NO. NOT USED.**

**RESOLUTION NO. 614-41 A RESOLUTION TO AMEND THE SCHOOLS FEDERAL PROJECTS FUND BUDGET BY ADDING \$666,568 TO THE FY 2013-2014 REVENUE AND EXPENDITURE BUDGET; TO AMEND THE SELF-FUNDED PROJECTS FUND BUDGET BY ADDING \$572,279 TO THE FY 2013-2014 REVENUE AND EXPENDITURE BUDGET; TO AMEND THE GENERAL PURPOSE FUND BUDGET BY ADDING \$1,564,326 TO THE FY 2013-2014 REVENUE AND EXPENDITURE BUDGET.**

Commissioner Graham provided details regarding Resolution No. 614-41, noting that this item had been heard by a Committee of the Whole.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Bankston, to adopt Resolution No. 614-41. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being

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present and voting as follows: Commissioner Bankston, “Aye”; Commissioner Beck, “Aye”; Commissioner Boyd, “Aye”; Commissioner Fields, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Henry, “Aye”; Commissioner Mackey, “Aye”; and Chairman Skillern, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

**RESOLUTION NO. 614-42 A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2014–2015 AND SETTING THE TAX LEVY FOR THE YEAR 2014 FOR HAMILTON COUNTY, TENNESSEE.**

Chairman Skillern reported that Mayor Coppinger had presented his budget recommendations to the Commission at the June 4, 2014 Regular Meeting.

**ON MOTION** of Commissioner Haynes, seconded by Commissioner Fields, to adopt Resolution No. 614-42. The motion was not voted on at this time.

Several members of the Commission thanked Mayor Coppinger and his staff for their hard work in providing a streamlined and concise budget to the Commission.

Commissioner Mackey stated there had been recent assertions in the news media that the Commission had violated the Sunshine Law by meeting with the Mayor to discuss budgetary matters. He noted that to his knowledge, members of the

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 18, 2014**

Commission had not received invitations to meet personally with the Mayor to discuss the budget. He encouraged the Mayor to maintain a strong line of communication with the Commission to keep them informed on this matter.

The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Mayor Coppinger expressed his appreciation to the Commission for their support of the budget today. He thanked his staff for their hard work in putting it together.

Chairman Skillern made comments regarding the 2.5% employee salary increase included in the budget, as well as the increased cost of health insurance. He emphasized that these were funded by growth experienced throughout the County in the past year, as well as other savings realized. He pointed out that certain savings were a result of fewer positions and vehicles, along with the combining of other positions.

**HAMILTON COUNTY COMMISSION  
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JUNE 18, 2014**

**RESOLUTION NO. 614-43 A RESOLUTION MAKING APPROPRIATIONS TO  
NONPROFIT CHARITABLE AND CIVIC ORGANIZATIONS OF HAMILTON COUNTY,  
TENNESSEE, FOR THE FISCAL YEAR BEGINNING JULY 1, 2014 AND ENDING  
JUNE 30, 2015.**

Finance Administrator Albert Kiser provided details regarding this Resolution, which was heard last week as a Committee of the Whole.

**ON MOTION** of Commissioner Fields, seconded by Commissioner Henry, to adopt Resolution No. 614-43. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**ANNOUNCEMENTS**

Chairman Skillern asked for announcements from members of the Commission.

**HAMILTON COUNTY COMMISSION  
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Commissioner Mackey spoke regarding today's budget Resolution and the 2.5% employee raise, pointing out that the City of Chattanooga had recently approved a 1.5% raise for their employees.

Commissioner Graham made comments concerning the previously mentioned news articles suggesting that Commissioners had violated the Sunshine Law by discussing the budget with Mayor Copping. He stated that in order for the Sunshine Law to be violated, the members deliberating the matter would both have to be able to vote in the Legislative Body. He asked whether the Mayor had a vote in the Commission.

Assistant County Attorney Hobbs responded that the Mayor did not have a vote on the Commission. It was his opinion that it was not a violation of the Sunshine Law for members of the Commission to discuss the budget with the Mayor.

Commissioner Graham emphasized the importance of having a strong relationship and open line of communication with the Mayor in order to be kept informed on important matters to the County.

Commissioner Boyd announced that the Girls Inc.'s Bookworm literacy program had recently been recognized as Impact Program of the Year by United Way of

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 18, 2014**

Chattanooga. He stated this program provided literacy training to the underserved students ages pre-k to second grade.

Commissioners Bankston and Fields welcomed their wives, who were both in attendance for today's meeting. Commissioner Fields announced that he and his wife were celebrating their 32<sup>nd</sup> anniversary today.

Mayor Coppinger stated that in June 2009, the Commission had approved a Resolution to accept the old Charles A. Bell school property from the City of Chattanooga through a quitclaim deed. He reported that the County then applied and received a grant for cleanup and remediation of the property. He announced that all cleanup had been performed and the property would be transferred back to the City of Chattanooga this week. This transfer did not require further Commission action, as the previous 2009 Resolution had already given consent to do so.

Mayor Coppinger made comments regarding today's Sunshine Law discussion. He also reemphasized the importance of strong communication between himself and members of the Commission. He encouraged members of the Commission to always feel free to stop by his office or call him regarding any matters.

**HAMILTON COUNTY COMMISSION  
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JUNE 18, 2014**

**DELEGATIONS**

Chairman Skillern asked for delegations on matters other than zoning.

Rick Carpenter, a resident at 3119 Chicalilly Avenue, who has addressed the Commission many times, relating to his problem with the Hamilton County Water and Wastewater Treatment Authority (WWTA), approached the podium. He stated that the County Attorney has not responded to his earlier public inquiry into the County's compliance with the Coinage Act of 1965.

Assistant County Attorney Hobbs responded that to his understanding, Mr. Carpenter's question related to the WWTA, which was a separate legal entity than Hamilton County, Tennessee. He stated that the County did currently accept cash as payment, to his knowledge.

Upon further questioning by Mr. Carpenter, Attorney Hobbs replied that Chris Clem, the attorney representing the WWTA in a lawsuit against Mr. Carpenter, was not employed or being paid by Hamilton County.

Chairman Skillern asked that Finance Administrator Albert Kiser research whether Mr. Clem had ever been paid by Hamilton County. Mr. Kiser indicated he would do so and report back to the Commission.

**HAMILTON COUNTY COMMISSION  
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JUNE 18, 2014**

There being no further business, Chairman Skillern declared the meeting in recess until Wednesday, June 25, 2014 at 9:30 AM.

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_ WJK  
Date Clerk's Initials



# Hamilton County Board of Commissioners RESOLUTION

No. 714-1

## A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS.

**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

**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 to be submitted to the Secretary of State; and
2. That each such person named on any 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

July 2, 2014

\_\_\_\_\_  
Date

# HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

JULY 2, 2014

NAME	RESIDENCE	BUSINESS
Lisa Abercrombie	181 Springhill Drive Ringgold, GA 30736 423-413-1798	Allied Eye Associates 7405 Shallowford Road Chattanooga, TN 37421 423-855-8522
RJ Austin	9214 Clark Trace Lane Harrison, TN 37341 423-326-1300	Advantage Resourcing 4291 Highway 58 Chattanooga, TN 37416 423-894-1500
Deanna Baker	203 Raintree Lane Chattanooga, TN 37421 423-834-1979	Harris & Hartman Law Firm P.O. Drawer 220 Rossville, GA 30741 706-861-8318
Karen S. Beers	639 West View Road Chattanooga, TN 37415 423-875-3776	CBL & Associates Properties, Inc. Hamilton Pl. Blvd., Ste. 500-2030 Chattanooga, TN 37421 423-490-8241
Linda J. Brown	610 S. Sweetbriar Avenue Chattanooga, TN 37412 423-698-4784	B.B. & T. Huffaker & Trimble 735 Broad Street Chattanooga, TN 37402 423-648-7254
Jennifer Burnette	362 Cody Way Tunnel Hill, GA 30755 706-980-5132	Allied Eye 7405 Shallowford Rd., Ste. 420 Chattanooga, TN 37421 423-855-8522
Melissa R. Clary	2810 Ooltewah Ringgold Rd. Ooltewah, TN 37363 423-779-4627	First Tennessee Bank 2221 Hamilton Place Blvd. Chattanooga, TN 37421 423-954-2540
Sabrina Curtis	47 Virginia Avenue Rossville, GA 30741 423-619-9395	Simplex Grinnell 3200 N. Hawthorne St. Chattanooga, TN 37406 423-298-0205
Madeline Duggar	3535 Mtn. Creek Rd., Apt. 1601 Chattanooga, TN 37415 423-605-7470	First TN Bank-Dallas Bay 8522 Hixson Pike Hixson, TN 37343 423-242-7879
Stephenie Elam	340 Colony Circle Ft. Oglethorpe, GA 30742 423-320-2873	Simplex Grinnell 3200 N. Hawthorne St. Chattanooga, TN 37406 423-698-4418

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**

**JULY 2, 2014**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Glestle G. Ellis	1563 Raven Cliff Road Graysville, TN 37338 423-304-7497	Hospice of Chattanooga 4411 Oakwood Drive Chattanooga, TN 37416 423-892-4289
Joel Farbman	1720 Urban Trail, #212 Chattanooga, TN 37405 954-815-3328	Calvary Chapel Chattanooga P.O. Box 2127 Chattanooga, TN 37409 423-987-6940
Patricia Lee Flippo	1011 Eldridge Road Soddy Daisy, TN 37379 423-451-7423	Oak Street Baptist Church 11340 North Oak Street Soddy Daisy, TN 37379 423-332-2300
Sarah R. Floyd	1509 Rosebud Drive Chattanooga, TN 37412 423-867-1649	Wagner, Nelson & Weeks 701 Market St., Ste. 1418 Chattanooga, TN 37402 423-266-8816
Sherry Freeman	6624 Hillbrook Lane Hixson, TN 37343 423-785-7679	Chattanooga College 248 Northgate Mall Dr. Chattanooga, TN 37415 423-629-0078
Cheryl K. Garner	282 Kailors Cove Circle Ringgold, GA 30736 706-965-9275	First Tennessee Bank 701 Market Street Chattanooga, TN 37402 423-757-4234
Becky Gladney	2002 Angler Drive Soddy Daisy, TN 37379 423-843-5058	UBS Financial Services, Inc. One Union Square, Ste. 100 Chattanooga, TN 37402 423-267-1813
Dawn Griswold	185 Beech Spring Road Ocoee, TN 37361 423-599-9953	Hospice of Chattanooga 4411 Oakwood Dr. Chattanooga, TN 37416 423-892-4289
Brandi Noelle Hamilton	141 Joe Tike Drive Ringgold, GA 30736 706-406-0060	Capitalmark Bank & Trust 801 Broad Street Chattanooga, TN 37402 423-386-2862
Amy E. Hardyman	617 Neighbors Drive Soddy Daisy, TN 37379 423-693-3836	Regions Bank 601 Market Street Chattanooga, TN 37402 423-752-1655

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**  
**JULY 2, 2014**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Chasity Harrelson	2155 Dugan Street Chattanooga, TN 37412 256-473-2436	Cornerstone Community Bank 6401 Lee Hwy., Ste. 119 Chattanooga, TN 37421 423-385-3024
Tammera D. Hicks	213 South St. Marks Avenue Chattanooga, TN 37411 423-892-9357	TDOT P.O. BOX 22368 Chattanooga, TN 37422 423-892-3430
Eloise Hoffmann	7019 Clarissa Drive Ooltewah, TN 37363 423-238-9210	Card-Monroe Corp. 4841 Adams Road Hixson, TN 37343 423-842-3312
Catherine I. Holden	1731 Emerald Pointe Drive Soddy Daisy, TN 37379 423-451-7634	Title Insurance Co. of Chattanooga 7405 Shallowford Rd., Ste. 540 Chattanooga, TN 37421 423-899-0913
Andrea Jackson	120 B Luttrell Drive Soddy Daisy, TN 37379 423-802-9012	Hamilton County Govt. 6215 Dayton Blvd. Hixson, TN 37343 423-847-4835
DaVonna L. Kinsey	2099 Spring Creek Road Summerville, GA 30747 706-936-2990	White's Cycle & Marine 4917 Hwy. 58, N. Chattanooga, TN 37416 423-499-6000
Shana Knight	9901 Cottage Creek Lane Apison, TN 37302 423-902-1067	First Choice Title, Inc. 9408 Apison Pike, Ste. 182 Ooltewah, TN 37363 423-892-7177
Brian F. Kopet	1312 Woodhill Drive Chattanooga, TN 37405 423-314-5751	The Title Guaranty and Trust 617 Walnut Street Chattanooga, TN 37402 423-266-5751
Beverly J. Lawson	6412 Creek Road Wildwood, GA 30757 423-664-2460	Solutions Pharmacy 5517 Little Debbie Pkwy. Ooltewah, TN 37363 423-894-3223
Tara Laymon	1400 Horner Hollow Road Birchwood, TN 37308 423-303-0811	Frost Cutlery, Inc. 6861 Mountain View Rd. Ooltewah, TN 37363 423-894-6079

# HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

JULY 2, 2014

NAME	RESIDENCE	BUSINESS
Susan M. Matzkin	8306 Glenshire Lane Chattanooga, TN 37421 423-602-7138	Allied Eye 7405 Shallowford Rd., Ste. 420 Chattanooga, TN 37421 423-855-8522
Sarah Faye McDaniel	4632 Hwy. 41 Ringgold, GA 30736 706-764-7237	Professional Respiratory Services 2180 Stein Drive, Ste. 106 Chattanooga, TN 37421 423-954-8901
Gloria S. McIntire	61 Edgewood Circle Ft. Oglethorpe, GA 30742 706-858-9579	Capitalmark Bank & Trust 801 Broad Street Chattanooga, TN 37402 423-756-2578
Michael Mowery	2038 Tunnel Hill Rd., S.W. Cleveland, TN 37311 423-479-3897	Chattanooga Trailer & Rental, Inc. 7445 Lee Highway Chattanooga, TN 37421 423-899-1744
Rita Nave	518 Childress Hollow Road Chickamauga, GA 30707 706-375-1948	M.P.L. Construction Company 115 Cedar Lane Chattanooga, TN 37421 423-899-7737
Michael Owens	8002 Freeport Drive Soddy Daisy, TN 37379 423-842-2718	Covenant Transport, Inc. 400 Birmingham Hwy. Chattanooga, TN 37415 423-463-3100
Felisha Partin	6003 Shadyway Lane Chattanooga, TN 37416 423-827-6653	Environmental Products & Accessories 2707 Kanasita Drive Hixson, TN 37343 423-876-4366
Denise S. Ridge	3942 S. Mission Oaks Drive Chattanooga, TN 37412 423-867-9600	Plaza Radiology, LLC. 1710 Gunbarrel Rd. Chattanooga, TN 37421 423-553-1239
Dana L. Rooney	7764 Tranquility Drive Ooltewah, TN 37363 423-718-9876	Chase Plumbing & Mechanical, Inc. 6112 Airways Blvd. Chattanooga, TN 37421 423-899-7899
Renee M. Roth	6813 French Quarter Ct. Hixson, TN 37343 423-304-4075	Luther-Anderson, PLLP. 100 W. MLK Blvd., Ste. 700 Chattanooga, TN 37402 423-756-5034

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**

**JULY 2, 2014**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Apryl A. Scott	317 McBrien Road, Unit 4 Chattanooga, TN 37411 423-296-6470	First Tennessee Bank 701 Market Street Chattanooga, TN 37402 423-757-4251
Carolyn J. Smith	6529 Hinkle Road Harrison, TN 37341 423-838-1616	Retired N/A N/A N/A
Joy W. Thurman	8207 Graham Rd. Chattanooga, TN 37421 423-902-0972	Capitalmark Bank & Trust 801 Broad Street Chattanooga, TN 37402 423-386-3439
Kalenda V. Towner	7604 Standifer Gap Rd., #608 Chattanooga, TN 37421 601-678-8028	Suntrust Bank 1900 Gunbarrel Road Chattanooga, TN 37421 423-553-1763
Alfie L. Tucker	806 Westin Court Chattanooga, TN 37421 423-899-6269	City of Chattanooga 501 W. 12th Street Chattanooga, TN 37402 423-643-6427
Richard C. Wagner	#4 Rock Haven Lane Signal Mtn., TN 37377 423-886-2356	Wagner, Nelson & Weeks 701 Market St., Ste. 1418 Chattanooga, TN 37402 423-266-8816
Arnold L. Walker	7580 Hitching Post Trail Ooltewah, TN 37363 423-894-6681	State of TN 4005 Cromwell Road Chattanooga, TN 37421 423-894-3430
John Russell Webster	422 Valleybrook Road Hixson, TN 37343 423-240-2628	Self-Employed 427 Signal Mtn. Road Chattanooga, TN 37405 423-634-1006
Paul Weeks	11301 Windy Ridge Drive Soddy Daisy, TN 37379 423-883-2329	First Tennessee Bank 701 Market St. Chattanooga, TN 37402 423-757-4411
W. B. Weeks	305 N. Forrest Avenue Lookout Mountain, TN 37350 423-821-9853	Wagner, Nelson & Weeks 701 Market St., Ste. 1418 Chattanooga, TN 37402, 423-266-8816

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**

**JULY 2, 2014**

**NAME**

**RESIDENCE**

**BUSINESS**

Michelle C. Wells

5413 Sky Valley Dr.  
Hixson, TN 37343  
423-892-3331

Tax Plus, Inc.  
5751 Uptain Rd., Ste. 522  
Chattanooga, TN 37411  
423-892-3331

Cynthia Whitworth

2603 Standifer Chase Drive  
Chattanooga, TN 37421  
423-296-8380

FSG Bank  
820 Ridgeway Ave.  
Signal Mtn., TN 37377  
423-308-2166

Jennifer Williams

4071 Kellys Ferry Road  
Chattanooga, TN 37419  
912-399-2523

Suntrust Bank  
802 Scenic Hwy.  
Lookout Mountain, TN 37350  
423-821-2240



## Hamilton County Board of Commissioners RESOLUTION

No. 714-2

A RESOLUTION APPROVING THE PURCHASE OF PRINT ON DEMAND PRINTERS AND THE REQUIRED WAX RESIN RIBBONS AMOUNTING TO \$26,200 FROM BUSINESS INFORMATION SYSTEMS AND TO AMEND COUNTY CLERK'S REVENUE BUDGET IN THE AMOUNT OF \$11,000 AND THE OPERATING EXPENSE BUDGET BY \$26,200 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, the Tennessee Department of Revenue is implementing the Print on Demand (POD) system of issuing decals displaying the expiration year when affixed to a license plate; and

WHEREAS, the Clerk recommends that the Hamilton County Clerk's office should join in this cutting-edge advancement; and

WHEREAS, the POD process eliminates the need for controlled stock decals eliminating the need for purchasing and maintaining an annual inventory of said decals; and

WHEREAS, this new system will increase efficiency by no longer requiring the Clerk to keep a log of decal numbers by printing the registrant's license plate number on the decal that will become the control number; and

WHEREAS, this identifying plate number tied to the registrants license plate number will discourage the theft of decals from a license plate; and

WHEREAS, it will enhance the Clerk's efficiency in issuing some 80,000 \$5.00 stickers annually on behalf of the Chattanooga government as a convenience to motorists while at the same time they comply with the State Title and Registration law; and

WHEREAS, it will eliminate the City of Chattanooga's cost of annually purchasing and supplying an inventory of stickers to the Clerk's office, and

WHEREAS, Business Information Systems is presently the software vendor for Hamilton County's title and registration data program and is the only State-certified vendor for purchase, installation, and compatibles service to Hamilton County and other County Clerk Office's across the State of Tennessee for this equipment (Datamax O'Neil E-4305A), and

WHEREAS, the Tennessee Department of Revenue will allot a one-time subsidy totaling \$11,000 to Hamilton County toward the initial cost of said POD equipment, installation and service resulting in a net cost of \$15,200 to Hamilton County, and

WHEREAS, on a continuing basis the Department of Revenue has agreed to furnish all necessary thermal pressure sensitive card stock involved in Hamilton County's POD decal issuance to motorists.

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

That this resolution be adopted approving the purchase of aforementioned POD printers and ribbons from Business Information Systems and amending the County Clerk's revenue and operating expense budgets in the amounts of \$11,000 and \$26,200, respectively.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

July 2, 2014

\_\_\_\_\_

Date



STATE OF TENNESSEE  
DEPARTMENT OF REVENUE  
VEHICLE SERVICES DIVISION  
44 VANTAGE WAY  
SUITE 160  
NASHVILLE, TENNESSEE 37243-8050

May 29, 2014

William Knowles  
6135 Heritage Park Drive  
Chattanooga, TN 37422-4868

Re: "Print-on-Demand" Registration Decal Service

Dear William Knowles:

The Tennessee Department of Revenue ("the Department") is excited to announce the expansion of the "print-on-demand" registration decal service. The recent successful pilot program in Sumner County indicates that the service will significantly enhance Tennessee's motor vehicle registration and renewal process.

Counties offering the print-on-demand service to their customers will use specialized printers to print registrations and decals on plain thermal paper. This process eliminates the need for controlled stock decals. County clerk offices will also enjoy increased efficiency because they will no longer be required to keep a log of decal numbers. An additional popular security feature of this service is the printing of the registrant's license plate number on the decal. Having the registrant's plate number on the decal curbs theft of renewal decals.

*Answers to Frequently Asked Questions*

- Participation in this program is optional and will require a phase-in of participants as resources come available.
- The Department will establish a timetable for implementing the service in counties that opt to participate. The timetable will be based on two primary criteria: 1) the date enrollment requests are received, and 2) the ability of each county's service provider to implement required software and printer support.
- The Department will assist participating counties with the launch of the program.
- The Department will supply plain thermal paper form stock to participating counties. A participating county will receive shipments of thermal paper from TRICOR.
- All point-of-sale service providers must use approved printers and go through a certification process with the state before processing any transactions.

- The printer selected for the pilot program was the Datamax E-4305A. Other printers that meet compatibility requirements will be considered, but must be approved in advance by the Department.
- Any software changes required at the point-of-sale will be the responsibility of the county and its service provider.
- Software and printer specifications will be provided to a point-of-sale software provider upon request. BIS has completed the certification process and is authorized to process print-on-demand decals for the 92 counties they service.
- The acquisition of equipment and maintenance will be at the expense of the county. To help county clerks cover their acquisition costs, the Department will increase the per registration payment to the county by \$1.00 per transaction during the initial implementation phase, up to a certain dollar amount. The total amount paid to a county will be determined based on the number of printers estimated to be required by each county. The minimum amount paid to a county will be \$1,500.
- Counties may elect to acquire additional printers at their expense.

Based on registration and renewal statistics, **Hamilton** County processed **300,198** registrations and renewals in the prior year. Based on these renewal statistics, the county would receive **\$11,000** to help cover its costs of acquiring the equipment needed to implement the "print-on-demand" registration decal service.

**If your county wishes to enroll in this voluntary program, please sign and return this letter to the Tennessee Department of Revenue, Vehicle Services Division, 44 Vantage Way Suite 160, Nashville, TN 37243. Please retain a copy for your records.**

We look forward to working with you to implement this exciting new service. Once we receive your signed enrollment letter, we will provide additional rollout details for your county. If you have any questions, please do not hesitate to contact me at [allison.raymer@tn.gov](mailto:allison.raymer@tn.gov) or (615)532-5072.

Sincerely,



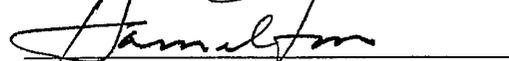
Allison Raymer, Communications Manager  
Vehicle Services Division

*The undersigned clerk hereby enrolls the county in the print-on-demand decal program and agrees to use the allotted funds for the print-on-demand program.*

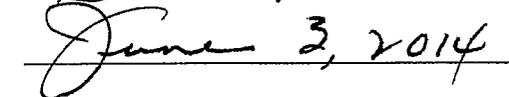
Signature of Clerk:



County:



Date:





HAMILTON COUNTY

# Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES  
County Clerk

## MEMO

**TO:** Members, Hamilton County Commission

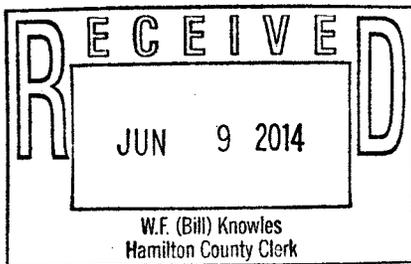
**FROM:** Bill Knowles *Bill*

**DATE:** June 9, 2014

In accordance with TCA §67-5-1902, I am attaching a copy of the monthly Trustee report for the month of May, 2014.

WFK/mec

Cc: County Mayor Jim Coppinger  
County Auditor Bill McGriff  
Finance Administrator Albert Kiser  
Patricia Moore, Legislative Administrator



**Hamilton County  
Trustee Report**

For the Date Range: 05/01/2014 to 05/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Cash in Bank</b>					
11001	PETTY CASH	2,451.98	200.00	200.00	2,451.98
11004	CASH WITH US BANK	(0.00)	0.00	0.00	(0.00)
11010	TRUSTEE CONCENTRATION	26,103,563.21	56,074,765.21	66,975,001.34	15,203,327.08
11020	CHILD CARE	229,135.76	249,733.34	229,135.76	249,733.34
11030	FOOD SERVICE DEPOSITORY	1,431,208.55	3,385,882.41	1,328,255.61	3,488,835.35
11040	SHERIFF COMMISSARY	207,502.11	376,638.44	94,698.97	489,441.58
	<b>Total Cash in Bank</b>	<u>27,973,861.61</u>	<u>60,087,219.40</u>	<u>68,627,291.68</u>	<u>19,433,789.33</u>
<b>Bank Deposits in Transit</b>					
11015	CASH RECEIPTS SWEEP	783,672.44	37,193,785.99	38,294,471.36	(317,012.93)
11050	BOE CASH RECEIPT SWEEP	(0.00)	34,133,369.25	34,133,369.25	(0.00)
	<b>Total Bank Deposits in Transit</b>	<u>783,672.44</u>	<u>71,327,155.24</u>	<u>72,427,840.61</u>	<u>(317,012.93)</u>
<b>Bank Outstanding Checks</b>					
11052	BOE PAYROLL SWEEP	0.00	0.00	0.00	0.00
22201	A/P CHECK PAYABLE	(1,004,701.78)	6,932,469.10	6,569,539.37	(641,772.05)
22202	FOOD SERVICE CHECK PAYABLE	(9,621.85)	745,035.57	880,917.90	(145,504.18)
22203	SHERIFF COMMISSARY CHECK PAYAB	(16,313.24)	45,771.29	44,925.72	(15,467.67)
22206	DOE A/P CHECK PAYABLE	(1,005,764.31)	11,661,008.31	11,482,284.17	(827,040.17)
22280	COUNTY PAYROLL CHECKS PAYABLE	(17,255.42)	4,127,786.66	4,127,860.28	(17,329.04)
22281	DOE PAYROLL CHECK PAYABLE	(3,413.39)	11,575,013.63	11,574,925.61	(3,325.37)
22285	DOE PAYROLL TAX PAYABLE	(333.24)	4,177,960.45	4,177,960.45	(333.24)
	<b>Total Bank Outstanding Checks</b>	<u>(2,057,403.23)</u>	<u>39,265,045.01</u>	<u>38,858,413.50</u>	<u>(1,650,771.72)</u>
	<b>TOTAL CASH</b>	<u>26,700,130.82</u>	<u>170,679,419.65</u>	<u>179,913,545.79</u>	<u>17,466,004.68</u>
<b>Other Assets</b>					
11402	DUE FROM BAD CHECKS	893.07	396.57	404.57	885.07
	<b>Total Other Assets</b>	<u>893.07</u>	<u>396.57</u>	<u>404.57</u>	<u>885.07</u>
	<b>TOTAL ASSETS</b>	<u>26,701,023.89</u>	<u>170,679,816.22</u>	<u>179,913,950.36</u>	<u>17,466,889.75</u>

## Hamilton County Trustee Report

For the Date Range: 05/01/2014 to 05/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Cash Held for Hamilton County Funds</b>					
22250	BOARD OF EDUCATION	(15,394,590.38)	32,454,930.28	22,767,034.92	(5,706,695.02)
22251	FOOD SERVICE	(1,419,129.43)	1,469,413.72	3,391,158.19	(3,340,873.90)
22255	BOE PAYROLL	(11,631.69)	19,114,050.19	19,114,515.03	(12,096.53)
22256	BOE SELF INSURANCE	1,862,104.79	4,748,947.81	7,095,893.85	(484,841.25)
22257	CAPITAL MAINTENANCE	313,576.63	374,808.93	1,088,000.00	(399,614.44)
22401	EXCESS FEES	(151,620.41)	247,375.56	201,154.73	(105,399.58)
22407	PAYROLL COUNTY	(830,560.71)	6,947,317.62	6,952,275.02	(835,518.11)
22408	STORMWATER	(1,031,399.25)	59,800.94	6,217.24	(977,815.55)
22409	DRUG COURT	16,686.40	26,749.01	44,112.04	(676.63)
22410	COUNTY GENERAL	(545,761.92)	24,015,766.74	24,712,255.22	(1,242,250.40)
22412	GENERAL DEBT SERVICE	(544.22)	868,351.18	868,346.10	(539.14)
22413	OPEB TRUST	12,427.88	2.59	0.00	12,430.47
22414	EMPLOYEES RETIREMENT	(109,393.86)	12,293.58	10,000.00	(107,100.28)
22415	TEACHERS RETIREMENT	5,070.78	600.00	598.00	5,072.78
22416	LAW LIBRARY	(485.51)	4,398.12	4,400.04	(487.43)
22417	CHILDREN'S SERVICE	0.00	0.00	0.00	0.00
22418	ECONOMIC CRIMES	(500.20)	2,131.66	2,131.61	(500.15)
22419	GEN GOV'T BOND PROJECTS	(17,597.41)	97,359.60	0.00	79,762.19
22420	CAPITAL PROJECTS	(9,774.83)	111,468.93	111,492.37	(9,798.27)
22421	INDUSTRIAL DEVELOPMENT	(2,500.62)	31,925.02	31,925.04	(2,500.64)
22422	RIVERWALK/FISHING PIER	(5,011.52)	250,453.16	250,441.00	(4,999.36)
22423	RECREATION CAPITAL PROJECTS	136,362.58	20,689.05	0.00	157,051.63
22426	SELF INSURANCE	(2,550.97)	3,857,416.63	4,146,917.92	(292,052.26)
22428	LIABILITY INSURANCE	(2,503.05)	140,231.91	140,227.69	(2,498.83)
22430	HOTEL/MOTEL	(524,637.24)	530,089.05	524,189.33	(518,737.52)
22434	JUVENILE COURT CLERK AGENCY	(719.43)	388,523.66	388,124.76	(320.53)
22435	FACILITY BONDS-SERIES 2010A	(2,805.13)	0.00	0.58	(2,805.71)
22436	BOND FUND-SERIES 2010B	(877,041.74)	0.00	182.72	(877,224.46)
22437	ECONOMIC BONDS-SERIES 2010C	(31.80)	0.00	0.01	(31.81)
22447	11 BOND	(5,188.06)	0.00	0.00	(5,188.06)
22449	SCHOOL CAPITAL PROJECTS FUND	(42,025.84)	36,167.77	6.05	(5,864.12)

## Hamilton County Trustee Report

For the Date Range: 05/01/2014 to 05/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22461	CRIMINAL COURT	(897,793.96)	93,153.58	283,882.60	(1,088,522.98)
22462	CRIMINAL COURT SESSIONS	1,020,857.08	409,306.06	324,347.75	1,105,815.39
22463	DELINQUENT COLLECTIONS	(824,220.53)	31,488.36	92,931.17	(885,663.34)
22470	2013A BOND	(230.08)	0.00	0.05	(230.13)
22471	2013B BOND REFUNDING	(5,073.44)	0.00	1.06	(5,074.50)
22472	LINE OF CREDIT	(11,347.56)	0.00	1,150,025.55	(1,161,373.11)
22483	SHERIFF	47,828.69	4,425,389.98	4,414,306.32	58,912.35
22484	DRUG ENFORCEMENT-SHERIFF	392.20	12,840.04	13,308.28	(76.04)
22485	TN STATE SEX OFFENDER	(56,378.52)	3,621.90	911.34	(53,667.96)
22486	SHERIFF STATE WIDE METH GRANTS	0.00	0.00	0.00	0.00
22489	SHERIFF'S SPECIAL PROJECTS	(6,423.70)	0.00	1.34	(6,425.04)
22498	SYMPRO INVESTMENT POOL	(5,906,771.11)	35,966,305.21	30,118,322.16	(58,788.06)
<b>Total Cash Held for Hamilton County Funds</b>		<u>(25,280,937.09)</u>	<u>136,753,367.84</u>	<u>128,249,637.08</u>	<u>(16,777,206.33)</u>
<b>Cash Held for Others</b>					
11403	DUE FROM BANKRUPTCY COURT	(17,536.03)	0.00	0.00	(17,536.03)
22801	OVER/SHORT	(395.85)	0.00	36.21	(432.06)
23301	PROPERTY TAX SALE	(607,177.00)	695,177.00	88,000.00	0.00
23302	PARTIAL TAXES-PENDING PAYMENT	(36,520.96)	0.00	10,117.80	(46,638.76)
<b>Total Cash Held for Others</b>		<u>(661,629.84)</u>	<u>695,177.00</u>	<u>98,154.01</u>	<u>(64,606.85)</u>
<b>Clearing Account Activity</b>					
11016	PROPERTY TAX SWEEP	1,550.99	1,528,743.92	1,528,621.30	1,673.61
22800	INTEREST PAYMENT FUTURE	0.00	9,430.75	9,430.75	0.00
<b>Total Clearing Account Activity</b>		<u>1,550.99</u>	<u>1,538,174.67</u>	<u>1,538,052.05</u>	<u>1,673.61</u>
<b>Liabilities not Applicable</b>					
22200	VENDOR-SYSTEM	0.00	777,492.19	777,492.19	0.00
22241	REVENUE REFUNDS	0.00	0.00	0.00	0.00
22400	TEMPORARY CASH TRANSFER	0.00	12,000,000.00	12,000,000.00	0.00
22452	GEN PUR SCHOOL-SCHOOL SITES	0.00	0.00	0.00	0.00
22503	MISC HELD FOR OTHERS	0.00	0.00	0.00	0.00

## Hamilton County Trustee Report

For the Date Range: 05/01/2014 to 05/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22504	OTHER	0.00	0.00	0.00	0.00
22538	COUNTY REFUNDS	(33,897.66)	0.00	0.00	(33,897.66)
<b>Total Liabilities not Applicable</b>		<u>(33,897.66)</u>	<u>12,777,492.19</u>	<u>12,777,492.19</u>	<u>(33,897.66)</u>
<b>Clearing Account Activity - County Funds</b>					
<b>Key: 0001130 COUNTY OCCUPANCY TAX</b>					
22701	PROPERTY TAX	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(0.00)	530,137.23	524,685.42	5,451.81
22799	COMM DUE ON TAX COLLECTED	0.00	10,585.48	10,585.45	0.03
<b>Total for Org Key: 0001130 COUNTY OCCUPANCY TAX</b>		<u>(0.00)</u>	<u>540,722.71</u>	<u>535,270.87</u>	<u>5,451.84</u>
<b>Key: 0001150 DEPARTMENT OF EDUCATION</b>					
22701	PROPERTY TAX	0.03	606,603.56	606,603.56	0.03
22702	OSAP TAX	0.00	51.34	51.34	0.00
22703	IN LIEU OF TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(0.00)	22,805.41	22,805.41	(0.00)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	0.00	27,633.93	27,633.93	0.00
22712	OSAP TAX I&P	0.00	1.54	1.54	0.00
22713	IN LIEU OF TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	0.00	1,103.28	1,103.28	0.00
22721	PROPERTY TAX REFUNDS	(0.00)	19,453.31	19,453.31	(0.00)
22723	IN LIEU OF TAX REFUND	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	15,178.06	15,178.06	0.00
22731	PROPERTY TAX I&P REUND	0.00	251.22	251.22	0.00
22734	PERSONALTY TAX I&P REFUND	0.00	21.67	21.67	0.00
22799	COMM DUE ON TAX COLLECTED	0.04	12,516.65	12,516.65	0.04
<b>Total</b>		<u>0.07</u>	<u>705,619.97</u>	<u>705,619.97</u>	<u>0.07</u>
<b>Total for Org Key: 0001150 DEPARTMENT OF EDUCATION</b>		<u>0.07</u>	<u>705,619.97</u>	<u>705,619.97</u>	<u>0.00</u>

**Hamilton County  
Trustee Report**

For the Date Range: 05/01/2014 to 05/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
	<b>Total Clearing Account Activity - County Funds</b>	0.07	1,246,342.68	1,240,890.84	5,451.91

**Cash Held for Municipalities**

**Key: 0001010 CITY OF EAST RIDGE**

22701	PROPERTY TAX	(44,190.89)	44,190.89	38,187.85	(38,187.85)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(25,389.62)	25,389.62	1,116.44	(1,116.44)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,442.00)	1,442.00	1,705.28	(1,705.28)
22712	OSAP TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	(752.03)	752.03	51.71	(51.71)
22721	PROPERTY TAX REFUNDS	448.51	3,203.61	448.51	3,203.61
22724	PERSONALTY TAX REFUND	0.00	43.01	0.00	43.01
22731	PROPERTY TAX I&P REUND	0.00	61.94	0.00	61.94
22751	HOTEL MOTEL OCCUPANCY TAX	(26,443.29)	26,443.29	27,554.13	(27,554.13)
22755	SANITATION	(16,765.62)	17,187.99	10,677.05	(10,254.68)
22756	SANITATION I & P	(422.37)	422.37	447.30	(447.30)
22799	COMM DUE ON TAX COLLECTED	1,690.74	1,030.59	1,690.95	1,030.38
	<b>Total Cash Held for Municipalities</b>	<u>(113,266.57)</u>	<u>120,167.34</u>	<u>81,879.22</u>	<u>(74,978.45)</u>
	<b>Total for Org Key: 0001010 CITY OF EAST RIDGE</b>	<u>(113,266.57)</u>	<u>120,167.34</u>	<u>81,879.22</u>	<u>(74,978.45)</u>

**Key: 0001020 RED BANK MUNICIPAL**

22701	PROPERTY TAX	(34,278.31)	34,278.31	13,716.93	(13,716.93)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(497.77)	497.77	336.50	(336.50)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(3,353.30)	3,353.30	600.63	(600.63)
22714	PERSONALTY TAX I&P	(12.76)	12.76	15.78	(15.78)
22721	PROPERTY TAX REFUNDS	0.00	218.64	0.00	218.64
22724	PERSONALTY TAX REFUND	0.00	553.83	0.00	553.83

**Hamilton County  
Trustee Report**

For the Date Range: 05/01/2014 to 05/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22741	STORMWATER FEES	(2,664.00)	2,664.00	1,836.00	(1,836.00)
22742	STORMWATER FEES I&P	(68.58)	68.58	80.46	(80.46)
22755	SANITATION	(10,195.28)	10,445.84	8,508.06	(8,257.50)
22756	SANITATION I & P	(250.56)	250.56	325.44	(325.44)
22799	COMM DUE ON TAX COLLECTED	790.19	298.28	791.34	297.13
<b>Total</b>		<u>(50,530.37)</u>	<u>52,641.87</u>	<u>26,211.14</u>	<u>(24,099.64)</u>
<b>Total for Org Key: 0001020 RED BANK MUNICIPAL</b>		<u>(50,530.37)</u>	<u>52,641.87</u>	<u>26,211.14</u>	<u>(24,099.64)</u>

**Key: 0001030 SODDY DAISY MUNICIPAL**

22701	PROPERTY TAX	(44,206.55)	44,206.55	19,003.75	(19,003.75)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(2,773.56)	2,773.56	1,542.01	(1,542.01)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,413.92)	1,413.92	815.31	(815.31)
22714	PERSONALTY TAX I&P	(80.62)	80.62	33.52	(33.52)
22721	PROPERTY TAX REFUNDS	261.35	190.50	261.35	190.50
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	964.44	424.08	964.27	424.25
<b>Total</b>		<u>(47,248.86)</u>	<u>49,089.23</u>	<u>22,620.21</u>	<u>(20,779.84)</u>
<b>Total for Org Key: 0001030 SODDY DAISY MUNICIPAL</b>		<u>(47,248.86)</u>	<u>49,089.23</u>	<u>22,620.21</u>	<u>(20,779.84)</u>

**Key: 0001040 COLLEGEDALE MUNICIPAL**

22701	PROPERTY TAX	(20,669.02)	20,669.02	8,607.78	(8,607.78)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22703	IN LIEU OF TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(990.98)	990.98	42.86	(42.86)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00

**Hamilton County  
Trustee Report**

For the Date Range: 05/01/2014 to 05/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22711	PROPERTY TAX I&P	(451.34)	451.34	372.32	(372.32)
22712	OSAP TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	(28.21)	28.21	1.76	(1.76)
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	442.73	180.49	442.79	180.43
<b>Total</b>		<u>(21,696.82)</u>	<u>22,320.04</u>	<u>9,467.51</u>	<u>(8,844.29)</u>
<b>Total for Org Key: 0001040 COLLEGEDALE MUNICIPAL</b>		<u>(21,696.82)</u>	<u>22,320.04</u>	<u>9,467.51</u>	<u>(8,844.29)</u>

**Key: 0001050 RIDGESIDE MUNICIPAL**

22701	PROPERTY TAX	(4,303.77)	4,303.77	977.46	(977.46)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	0.00	0.00	35.09	(35.09)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(128.98)	128.98	0.00	0.00
22714	PERSONALTY TAX I&P	0.00	0.00	1.59	(1.59)
22721	PROPERTY TAX REFUNDS	0.00	976.64	0.00	976.64
22799	COMM DUE ON TAX COLLECTED	88.65	0.75	88.66	0.74
<b>Total</b>		<u>(4,344.10)</u>	<u>5,410.14</u>	<u>1,102.80</u>	<u>(36.76)</u>
<b>Total for Org Key: 0001050 RIDGESIDE MUNICIPAL</b>		<u>(4,344.10)</u>	<u>5,410.14</u>	<u>1,102.80</u>	<u>(36.76)</u>

**Key: 0001060 LAKESITE**

22701	PROPERTY TAX	(492.84)	492.84	86.23	(86.23)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(20.60)	20.60	3.24	(3.24)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(12.81)	13.43	3.05	(2.43)
22714	PERSONALTY TAX I&P	(0.62)	0.62	0.15	(0.15)

## Hamilton County Trustee Report

For the Date Range: 05/01/2014 to 05/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	10.43	1.84	10.54	1.73
<b>Total</b>		<u>(516.44)</u>	<u>529.33</u>	<u>103.21</u>	<u>(90.32)</u>
<b>Total for Org Key: 0001060 LAKESITE</b>		<u>(516.44)</u>	<u>529.33</u>	<u>103.21</u>	<u>(90.32)</u>
 <b>Key: 0001070 WALDEN MUNICIPAL</b>					
22701	PROPERTY TAX	(3,939.67)	3,939.67	1,383.67	(1,383.67)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(23.13)	23.13	0.00	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(117.63)	117.63	56.14	(56.14)
22714	PERSONALTY TAX I&P	(0.70)	0.70	0.00	0.00
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	81.63	28.80	81.62	28.81
<b>Total</b>		<u>(3,999.50)</u>	<u>4,109.93</u>	<u>1,521.43</u>	<u>(1,411.00)</u>
<b>Total for Org Key: 0001070 WALDEN MUNICIPAL</b>		<u>(3,999.50)</u>	<u>4,109.93</u>	<u>1,521.43</u>	<u>(1,411.00)</u>
 <b>Key: 0001080 CITY OF CHATTANOOGA</b>					
22751	HOTEL MOTEL OCCUPANCY TAX	(484,507.70)	485,083.07	468,639.50	(468,064.13)
22775	TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00
<b>Total Key: 0001080 CITY OF CHATTANOOGA</b>		<u>(484,507.70)</u>	<u>485,083.07</u>	<u>468,639.50</u>	<u>(468,064.13)</u>
<b>Total for Org Key: 0001080 CITY OF CHATTANOOGA</b>		<u>(484,507.70)</u>	<u>485,083.07</u>	<u>468,639.50</u>	<u>(468,064.13)</u>
<b>TOTAL CASH HELD FOR MUNICIPALITIES</b>		<u>(726,110.36)</u>	<u>1,280,073.66</u>	<u>1,146,815.89</u>	<u>(592,852.59)</u>
<b>TOTAL LIABILITIES AND EQUITY</b>		<u>(26,701,023.89)</u>	<u>153,749,905.33</u>	<u>144,515,771.19</u>	<u>(17,466,889.75)</u>
<b>Total for Report:</b>		<u>0.00</u>	<u>324,429,721.55</u>	<u>324,429,721.55</u>	<u>(0.00)</u>



HAMILTON COUNTY

# Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES  
County Clerk

## MEMO

**TO:** Members, Hamilton County Commission

**FROM:** Bill Knowles *Bill*

**DATE:** June 9, 2014

Attached is a copy of the monthly Trustee's excess fee report for the month of May, 2014.

WFK/mec

Cc: County Mayor Jim Coppinger  
County Auditor Bill McGriff  
Finance Administrator Albert Kiser  
Patricia Moore, Legislative Administrator

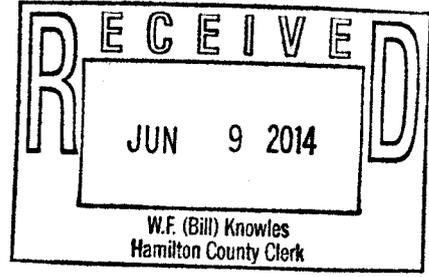
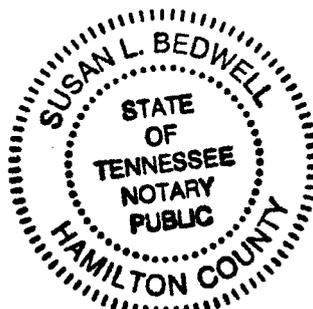
Hamilton County Trustee  
 Monthly Report of Fee and Commission Fund  
 FISCAL YEAR: 2014

Prepared: JW

	May 2014	YTD May 2014
<b>REVENUES</b>		
44170 - MISCELLANEOUS REFUNDS	-	32,798.75
44180 - CONTRACT INCOME	1.00	60,001.00
44201 - STATUTORY FEES 1%	163,820.51	1,936,059.39
44202 - STATUTORY FEES 2%	37,258.73	5,488,369.82
44203 - STATUTORY FEES OTHER	75.49	7,630.33
44204 - DELINQUENT TAX FEES	91,371.19	427,143.71
46112 - INTEREST	592.68	6,392.61
46116 - INTEREST - NOW ACCOUNTS	-	-
<b>Total REVENUES:</b>	<b>293,119.60</b>	<b>7,958,395.61</b>
<b>EXPENDITURES</b>		
51001 - SALARIES	59,883.18	706,980.18
51001 - CONTRACT EMPLOYEE	-	-
53004 - REP & MAINT AUTOMOBILES	-	-
53014 - BOOKS AND PAMPHLETS	-	-
53018 - CELLULAR & PAGER SERVICE	487.59	4,125.20
53037 - SPECIAL LEGAL SERVICES	-	-
53042 - MEETINGS, SEMINARS, ETC.	150.00	272.00
53044 - POSTAGE, FREIGHT AND OTHER	-	32,698.75
53045 - LEGAL NOTICES AND ADVERTISING	-	129.86
53047 - MEMBERSHIPS	-	310.00
53049 - PARKING	704.76	3,171.42
53050 - MISC PURCHASED SERVICE	48.00	4,504.15
53051 - CONTRACT LEGAL SERVICES	315.08	1,435.10
53059 - SECURITY SERVICES	623.65	7,359.39
53065 - BANK ANALYSIS FEE	10,313.75	124,924.00
54001 - OFFICE SUPPLIES & FORMS	253.58	13,826.92
54002 - SMALL TOOLS & MINOR FURNITURE	-	530.00
54004 - KITCHEN FOOD & SUPPLIES	81.90	1,256.70
54030 - MISCELLANEOUS SUPPLIES & PARTS	406.00	606.00
57007 - PERFORMANCE & SURETY BONDS	12.00	12.00
55080 - EXCESS FEES TRANSFERS TO CO. GEN. BUDGET	-	7,303,297.66
58001 - RENT ON BUILDINGS	-	-
59021 - M&E COMPUTER HARDWARE	50.38	3,192.27
59022 - SOFTWARE AND SUPPLIES	147.62	1,802.01
59092 - MISC REFUNDS	-	123.53
59099 - BUILDING REPAIR/RENOVATION	-	11,322.15
66000 - PAYROLL EXPENSE	114.38	4,414.34
<b>Total EXPENDITURES:</b>	<b>73,591.87</b>	<b>8,226,293.63</b>
<b>Revenues over (under) Expenditures</b>	<b>219,527.73</b>	<b>(267,898.02)</b>
<b>Excess Fees at Beginning of Period</b>	<b>274,750.69</b>	<b>762,176.44</b>
<b>Excess Fees at End of Period</b>	<b>494,278.42</b>	<b>494,278.42</b>

*Bill Hullander*  
 Bill Hullander, Trustee  
 Hamilton County, Tennessee

I hereby certify that the foregoing is a true report  
 sworn to before me this day, June 9, 2014  
*Susan L. Bedwell*  
 Notary Public  
 My Commission Expires 9/17/2014



**OFFICE OF THE CRIMINAL COURT CLERK  
HAMILTON COUNTY, TENNESSEE  
GWEN TIDWELL, CLERK**

To: Jim Coppinger, County Mayor  
Hamilton County, Tennessee

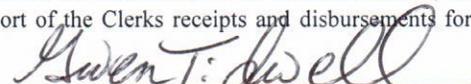
REPORT OF CLERKS FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE CRIMINAL COURT CLERK

MONTH: May 2014

	CRIMINAL AND SESSIONS DIVISIONS	DELINQUENT COLLECTIONS DIVISION	TOTAL
<b>REVENUES, per IFAS</b>			
Fees and Commissions			
Criminal Division	\$ 187,152.02		\$ 187,152.02
Sessions Division	66,511.31		66,511.31
Delinquent Collections		\$ 92,748.76	92,748.76
Interest			
Criminal Division	189.36		189.36
Sessions Division	(245.56)		(245.56)
Delinquent Collections		182.41	182.41
Computer Service fees			
Criminal Division	2,422.00		2,422.00
Sessions Division	2,821.04		2,821.04
Delinquent Collections			-
Appropriation from Hamilton County			-
<b>TOTAL REVENUES</b>	<b>258,850.17</b>	<b>92,931.17</b>	<b>351,781.34</b>

<b>EXPENDITURES, per IFAS</b>			
Salaries			
Criminal Division	74,971.12		74,971.12
Sessions Division	109,499.70		109,499.70
Delinquent Collections		25,016.84	25,016.84
Employee Benefits - Delinquent Collections		4,578.86	4,578.86
Other operating expenditures			
Criminal Division			-
Delinquent Collections		1,892.66	1,892.66
Other - Adjustments			
Criminal Division	(6,036.03)		(6,036.03)
Sessions Division	(8,689.39)		(8,689.39)
Delinquent Collections		14,725.42	14,725.42
Excess Fees paid to County - Criminal Division			-
<b>TOTAL EXPENDITURES</b>	<b>169,745.40</b>	<b>46,213.78</b>	<b>215,959.18</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>89,104.77</b>	<b>46,717.39</b>	<b>135,822.16</b>
<b>BALANCE AT THE BEGINNING OF MONTH</b>	<b>(2,137,569.86)</b>	<b>2,309,573.00</b>	<b>172,003.14</b>
<b>BALANCE AT THE END OF MONTH</b>	<b>\$ (2,048,465.09)</b>	<b>\$ 2,356,290.39</b>	<b>\$ 307,825.30</b>

I, Gwen Tidwell, Clerk of the Criminal Court and Clerk of the Criminal Division of General Sessions, do hereby certify that the foregoing is a true and correct report of the Clerks receipts and disbursements for May 2014.

  
Gwen Tidwell, Criminal Court Clerk

Notary Public and subscribed before me this the 17 day of June 2014



My Commission Expires: 1-21-18

**OFFICE OF JUVENILE COURT CLERK  
HAMILTON COUNTY, TENNESSEE  
GARY D. BEHLER, JUVENILE COURT CLERK**

To: Jim Coppinger, County Mayor  
Hamilton County, Tennessee

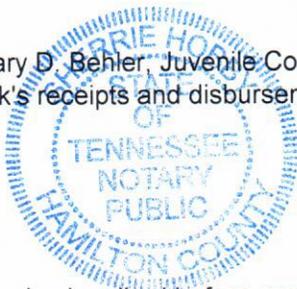
**REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE JUVENILE COURT CLERK**

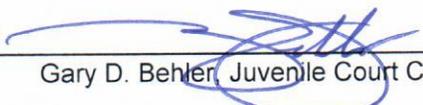
MONTH: April 2014

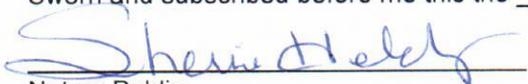
SOURCE: IFAS GL2031 Report

	Month of April 2014			Totals - Fiscal YTD
	3462700 Administrative Division	3462710 Child Support Division	Totals for Month	
Revenues				
Fines and Court Costs	\$ 8,442.00	\$ 1,141.75	\$ 9,583.75	\$ 82,917.27
Fees and Commissions	223.50	(80.00)	143.50	196,516.66
Interest	160.87	-	160.87	1,902.17
Miscellaneous	446.00	374.50	820.50	7,604.30
Data Processing Fees		80.00	80.00	9,260.00
Courtroom Security Fees	101.00		101.00	689.00
Other - Adjustments			-	(50,967.33)
<b>Total Revenue</b>	<u>9,373.37</u>	<u>1,516.25</u>	<u>10,889.62</u>	<u>247,922.07</u>
Expenditures				
Salaries	61,559.90	43,051.19	104,611.09	1,187,349.99
Employee Benefits	36,091.60	26,119.95	62,211.55	692,387.24
Other Operating Expenditures	2,454.94	6,170.74	8,625.68	80,018.97
Other - Adjustments			-	(111,779.48)
<b>Total Expenditures</b>	<u>100,106.44</u>	<u>75,341.88</u>	<u>175,448.32</u>	<u>1,847,976.72</u>
Revenues over (under) Expenditures	(90,733.07)	(73,825.63)	(164,558.70)	(1,600,054.65)
Appropriation from Hamilton County	167,491.09		167,491.09	1,674,910.82
<b>Net Change in Fund Balance</b>	<u>\$ 76,758.02</u>	<u>\$ (73,825.63)</u>	<u>2,932.39</u>	<u>74,856.17</u>
Fund Balance at the Beginning of the Period			541,589.39	469,665.61
Fund Balance at the End of the Period			<u>\$544,521.78</u>	<u>\$ 544,521.78</u>

I, Gary D. Behler, Juvenile Court Clerk, do hereby certify that the foregoing is a true and correct report of the Clerk's receipts and disbursements for April 2013.



  
Gary D. Behler, Juvenile Court Clerk

Sworn and subscribed before me this the 10<sup>th</sup> day of June 2014  
  
Notary Public

My Commission Expires: 2/25/17



# Hamilton County Board of Commissioners RESOLUTION

No. 714-3

**A RESOLUTION TO APPROVE A CONTRACT BETWEEN THE SHERIFF’S OFFICE AND THE CITY OF LAKESITE, TENNESSEE, IN ORDER TO PROVIDE POLICE SERVICES AND RELATED VEHICLE EXPENSES BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2015, WHICH IS MUTUALLY RENEWABLE FOR AN ADDITIONAL TWENTY FOUR MONTHS. ADDITIONALLY THE CITY OF LAKESITE WILL REIMBURSE THE PURCHASE OF TWO AUTOMOBILES, TO COVER THE THREE YEAR PERIOD.**

**WHEREAS**, Lakesite has agreed to pay \$112,000 for “police services” on a annual basis, in quarterly installments, which is partially included in the Sheriff’s proposed FY 2015 budget, and,

**WHEREAS**, Lakesite has agreed to reimburse the Sheriff for the purchase of two fully equipped automobiles Tennessee for \$30,316 each, or a total of \$60,632, which was not included in the Sheriff’s proposed FY 2015 budget; and,

**WHEREAS**, Lakesite has agreed to reimburse \$15,000 for related “vehicle expenses” on an annual basis, in quarterly installments, which is partially included in the Sheriff’s proposed FY 2015 budget.

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

To approve the contract between the Sheriff’s Office and the City of Lakesite, by increasing the Sheriff’s Capital Budget by \$60,632 and increasing both the revenue and expense budget by \$6,275 for FY 2015.

**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

July 2, 2014

\_\_\_\_\_  
Date

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF LAKESITE, TENNESSEE,  
HAMILTON COUNTY, TENNESSEE AND  
THE SHERIFF OF HAMILTON COUNTY  
FOR THE PROVISION OF POLICE SERVICES**

Pursuant to *Tennessee Code Annotated* §5-1-113 and 12-9-101 et seq., better known as the Interlocal Cooperation Act, the City of Lakesite, which is located in Hamilton County, Tennessee [hereinafter referred to as “City”], the Hamilton County Sheriff’s Office [hereinafter referred to as “Sheriff”] and Hamilton County, Tennessee, [hereinafter referred to as “County”] do hereby agree as follows:

1. The Sheriff agrees to provide the City with the following services [hereinafter collectively referred to as “police services”]:
  - a. Police protection twenty-four (24) hours per day by an officer assigned primarily to the City, seven (7) days per week, including but not limited to: the regular patrol of City; patrol of City owned property/park; the enforcement of Park curfews, and enforcement of all other Ordinances and Regulations of the City.
  - b. Investigative services to investigate all homicides, sex crimes, burglaries, thefts, fires, property damage, vandalism, and other crimes.
  - c. Police patrol of waterways surrounding the City and including any marina, docks, launching ramps, and inlets.
  - d. Provide investigative services of all fatal accidents, hit and run, conduct reconstruction of such accidents as the Sheriff in his discretion may so

order, and to provide other services as needed through the Traffic Division.

- e. Utilization of the Narcotics Division, K-9 Unit, Tactical Unit, and Crime Prevention Education units on an as needed basis.
  - f. Service of City citations for violations of City Ordinances or Regulations as issued by the City Court Clerk not to exceed 30 per year. Service of additional citations will be provided at the cost of ten (\$10.00) dollars per citation.
- 2. The Sheriff agrees to be responsible for the payment of all salary, taxes, insurance, and to provide all equipment for the police services.
  - 3. The City agrees to pay to the Hamilton County Sheriff's Department and Hamilton County the sum of One Hundred and Twelve Thousand Dollars (\$112,000) for providing the police services for a twelve (12) month period of time beginning July 1, 2014, and terminating June 30, 2015. Said payments shall be made by the City to the Sheriff by quarterly payments of Twenty-eight Thousand and no/100 Dollars (\$28,000) said payments being due on July 1, 2014, October 1, 2014, January 1, 2015 and April 1, 2015, respectively. Future year payments will be made in similar increments.

Additionally:

- A. The City agrees to reimburse, in one lump sum payment within thirty (30) days following the execution of this agreement, to the Sheriff and Hamilton County, Sixty Thousand, six hundred thirty-two dollars (\$60,632) for two (2)

fully equipped patrol vehicles and any other equipment necessary to implement this agreement.

- B. The City also agrees to reimburse the Sheriff and County the sum of fifteen thousand dollars (\$15,000) for the patrol vehicles' liability self-insurance assessment, patrol vehicles' maintenance, and patrol vehicles' fuel and this amount shall be paid by quarterly payments of three thousand, seven hundred and fifty dollars (\$3,750.00), said payments being due on July 1, 2014, October 1, 2014, January 1, 2015, and April 1, 2015. Future year payments will be made in similar increments.
4. It is further agreed that the Sheriff and County shall assume responsibility for the action of any and all acts of the Sheriff or any Deputy, under his direction in the course and scope of his duties as a Deputy Sheriff, while performing the policing services outlined in this agreement, and will indemnify the City from any costs or liability for the same.
  5. The City has approved this agreement and said agreement has been duly noted and approved on the minutes of the official records of the City of Lakesite.
  6. The Sheriff does hereby state that it has the power and authority and has the approval of County to enter into this agreement.
  7. The County does approve this agreement and does state that the Sheriff has the power and ability to enter into said agreement and that the said agreement is approved by the legislative body of the County.
  8. This contract is automatically renewable for **two** additional periods of twelve (12) months, providing, however that the total payment for the second and third years

shall not include the cost of the vehicles and equipment listed in Paragraph 3(A) above.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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MAYOR OF THE CITY OF LAKESITE

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SHERIFF OF HAMILTON COUNTY

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HAMILTON COUNTY MAYOR

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HAMILTON COUNTY  
COUNTY COMMISSION CHAIRMAN



# Hamilton County Board of Commissioners RESOLUTION

No. 714-3A

**A RESOLUTION TO APPROVE A CONTRACT BETWEEN THE SHERIFF’S OFFICE AND THE CITY OF LAKESITE, TENNESSEE, IN ORDER TO PROVIDE POLICE SERVICES AND RELATED VEHICLE EXPENSES BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2015, WHICH IS MUTUALLY RENEWABLE FOR AN ADDITIONAL TWENTY FOUR MONTHS. ADDITIONALLY THE CITY OF LAKESITE WILL REIMBURSE THE PURCHASE OF TWO AUTOMOBILES, TO COVER THE THREE YEAR PERIOD.**

**WHEREAS**, Lakesite has agreed to pay \$112,000 for “police services” on a annual basis, in quarterly installments, which is partially included in the Sheriff’s proposed FY 2015 budget, and,

**WHEREAS**, Lakesite has agreed to reimburse the Sheriff for the purchase of two fully equipped automobiles for \$30,316 each, or a total of \$60,632, which was not included in the Sheriff’s proposed FY 2015 budget; and,

**WHEREAS**, Lakesite has agreed to reimburse \$15,000 for related “vehicle expenses” on an annual basis, in quarterly installments, which is partially included in the Sheriff’s proposed FY 2015 budget.

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

To approve the contract between the Sheriff’s Office and the City of Lakesite, by increasing the General Fund Revenue and Capital Budget by \$60,632 and increasing the Sheriff’s Fund revenue and expense budget by \$6,275 for FY 2015.

**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

July 2, 2014

\_\_\_\_\_  
Date

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF LAKESITE, TENNESSEE,  
HAMILTON COUNTY, TENNESSEE AND  
THE SHERIFF OF HAMILTON COUNTY  
FOR THE PROVISION OF POLICE SERVICES**

Pursuant to *Tennessee Code Annotated* §5-1-113 and 12-9-101 et seq., better known as the Interlocal Cooperation Act, the City of Lakesite, which is located in Hamilton County, Tennessee [hereinafter referred to as “City”], the Hamilton County Sheriff’s Office [hereinafter referred to as “Sheriff”] and Hamilton County, Tennessee, [hereinafter referred to as “County”] do hereby agree as follows:

1. The Sheriff agrees to provide the City with the following services [hereinafter collectively referred to as “police services”]:
  - a. Police protection twenty-four (24) hours per day by an officer assigned primarily to the City, seven (7) days per week, including but not limited to: the regular patrol of City; patrol of City owned property/park; the enforcement of Park curfews, and enforcement of all other Ordinances and Regulations of the City.
  - b. Investigative services to investigate all homicides, sex crimes, burglaries, thefts, fires, property damage, vandalism, and other crimes.
  - c. Police patrol of waterways surrounding the City and including any marina, docks, launching ramps, and inlets.
  - d. Provide investigative services of all fatal accidents, hit and run, conduct reconstruction of such accidents as the Sheriff in his discretion may so

order, and to provide other services as needed through the Traffic Division.

- e. Utilization of the Narcotics Division, K-9 Unit, Tactical Unit, and Crime Prevention Education units on an as needed basis.
  - f. Service of City citations for violations of City Ordinances or Regulations as issued by the City Court Clerk not to exceed 30 per year. Service of additional citations will be provided at the cost of ten (\$10.00) dollars per citation.
2. The Sheriff agrees to be responsible for the payment of all salary, taxes, insurance, and to provide all equipment for the police services.
  3. The City agrees to pay to the Hamilton County Sheriff's Department and Hamilton County the sum of One Hundred and Twelve Thousand Dollars (\$112,000) for providing the police services for a twelve (12) month period of time beginning July 1, 2014, and terminating June 30, 2015. Said payments shall be made by the City to the Sheriff by quarterly payments of Twenty-eight Thousand and no/100 Dollars (\$28,000) said payments being due on July 1, 2014, October 1, 2014, January 1, 2015 and April 1, 2015, respectively. Future year payments will be made in similar increments.

Additionally:

- A. The City agrees to reimburse, in one lump sum payment within thirty (30) days following the execution of this agreement, to the Sheriff and Hamilton County, Sixty Thousand, six hundred thirty-two dollars (\$60,632) for two (2)

fully equipped patrol vehicles and any other equipment necessary to implement this agreement.

- B. The City also agrees to reimburse the Sheriff and County the sum of fifteen thousand dollars (\$15,000) for the patrol vehicles' liability self-insurance assessment, patrol vehicles' maintenance, and patrol vehicles' fuel and this amount shall be paid by quarterly payments of three thousand, seven hundred and fifty dollars (\$3,750.00), said payments being due on July 1, 2014, October 1, 2014, January 1, 2015, and April 1, 2015. Future year payments will be made in similar increments.
4. It is further agreed that the Sheriff and County shall assume responsibility for the action of any and all acts of the Sheriff or any Deputy, under his direction in the course and scope of his duties as a Deputy Sheriff, while performing the policing services outlined in this agreement, and will indemnify the City from any costs or liability for the same.
  5. The City has approved this agreement and said agreement has been duly noted and approved on the minutes of the official records of the City of Lakesite.
  6. The Sheriff does hereby state that it has the power and authority and has the approval of County to enter into this agreement.
  7. The County does approve this agreement and does state that the Sheriff has the power and ability to enter into said agreement and that the said agreement is approved by the legislative body of the County.
  8. This contract is automatically renewable for two additional periods of twelve (12) months, providing, however that the total payment for the second and third years

shall not include the cost of the vehicles and equipment listed in Paragraph 3(A) above.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

---

MAYOR OF THE CITY OF LAKESITE

---

SHERIFF OF HAMILTON COUNTY

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HAMILTON COUNTY MAYOR

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HAMILTON COUNTY  
COUNTY COMMISSION CHAIRMAN



## Hamilton County Board of Commissioners RESOLUTION

No. 714-4

A RESOLUTION ACCEPTING THE UNIT PRICE BID OF SHIELDS ELECTRONICS SUPPLY, INC. FOR DOOR ACCESS MATERIALS FOR THE PERIOD BEGINNING JULY 2, 2014 THROUGH JULY 1, 2015 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 contract unit pricing for Door Access Materials for the Telecommunications Department; and,

WHEREAS, the unit price bid from Shields Electronics Supply, Inc. was considered to be the lowest and best bid received; and,

WHEREAS, there are sufficient previously budgeted funds available for various projects.

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

That the unit price bid of Shields Electronics Supply, Inc. for Door Access Materials for the period beginning July 2, 2014 through July 1, 2015 for the Telecommunications Department 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

July 2, 2014

\_\_\_\_\_  
Date

JIM M. COPPINGER  
COUNTY MAYOR



GAIL B. ROPPO  
DIRECTOR  
PURCHASING DEPARTMENT

## HAMILTON COUNTY, TENNESSEE

May 29, 2014

### Invitation to Bid – Hamilton County

Subject: One (1) year contract pricing for Access Door Materials as per attached specifications.

Company Name: \_\_\_\_\_

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

By: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Print or Type Name)

Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Hamilton County Business License Account Number: \_\_\_\_\_

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

Delivery: \_\_\_\_\_ Terms: \_\_\_\_\_

Bid Date: June 10, 2014  
Bid Opening: 10:30 A.M. (Eastern Time Zone)

Office: Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 or **mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7<sup>th</sup> Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.** All bids are to be F.O.B. Chattanooga, Tennessee 37402.

**Mark outside envelope containing sealed bid: "Door Access Materials".  
Proposal/Bid Number: 0514-146**

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in cursive.

Gail B. Roppo  
Director of Purchasing

Bid #0514-146 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 July 2, 2014 through July 1, 2015. 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.

**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 Susan Holcomb, Telecommunications Manager, at 423-209-6220 or by FAX at 423-209-6224. Questions regarding bid submission should be directed to Linda Chumbler, 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. **Any package shipped by common carrier (FedEx, UPS, or hand carried) should be delivered to: Hamilton County Government, Gail B. Roppo, Director of Purchasing, 455 North Highland Park Avenue, Chattanooga, TN 37404. Any bids mailed via United States Postal Service should be sent to: Hamilton County Government, Gail B. Roppo, Director of Purchasing, 117 East 7<sup>th</sup> Street, Chattanooga, TN 37402 (see attached delivery/ mailing instructions).**

Sealed bids will be accepted before **10:30 a.m. Eastern Time on Tuesday, June 10, 2014**, 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 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 July 2, 2014 through July 1, 2015.

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.

Bid#0514-146 Door Access Materials  
Hamilton County, TN

SUBMITTED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Business License Number

\_\_\_\_\_  
Date Submitted

### 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

# NOTE:

## IMPORTANT DELIVERY/MAILING INSTRUCTIONS

*NOTE: There are two different addresses – the one you use will be dependent on the means you select for the return of the bid/ proposal. Please note that receipt of the bid by the County mail system (i.e., USPS) or any other Department other than Purchasing does not constitute receipt of a bid by the Purchasing Department. All proposals must be received in the Purchasing Department by the specified deadline.*

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0514-146 Door Access Materials	Bid #0514-146 Door Access Materials
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

	B	C	D	E
1	ESTIMATED QUANTITY	MANUFACTURER PART #	DESCRIPTION	UNIT PRICE
2	20	682-290-US	Net2 Plus two door IP starter kit w/PoE	
3	10	682-493-US	Net2 Plus one door access control unit w/PoE	
4	10	682-528-US	Net 2 Plus one door access control unit w/ABS housing	
5	15	682-721-US	Net2 Plus one door access control unit w/PoE in metal cabinet	
6	10	930-010-US	Net2 Professional Software	
7	20	345-110-US	Proximity P50 Reader, UL	
8	5	345-220-US	Proximity P50M HID Compatible Reader	
9	10	356-310-US	Exit Button ED50	
10	10	355-110-US	Proximity KP50 Keypad	
11	20	695-644-US	Net2 Proximity Keyfobs (pack of 10)	
12	20	692-500-US	Net2 Proximity ISO Cards, NO MAGSTRIPE (pack of 10)	
13	10	692-488-US	Net2 Proximity Cards, WITH MAGSTRIPE (pack of 10)	
14	1	692-052-US	Net2 Proximity ISO Cards, NO MAGSTRIPE (pack of 500)	
15	1	692-053-US	Net2 Proximity Cards, WITH MAGSTRIPE (pack of 500)	
16	5	514-326-US	Net2 Desktop Reader, USB	
17	10	IS-PDV	iPhone PoE Compatible Video Door Station, Surface Mount	
18	10	IS-PDVF	iPhone PoE Compatible Video Door Station, Flush Mount w/Box	
19	5	IS-IPDVF-HID	iPhone PoE Compatible video Door Station w/HID Reader, Flush Mount	
20	5	SBX-IPDVF	iPhone Surface Mount Box	
21	5	SBX-IPDVFP	iPhone Surface Mount Box	
22	5	SBX-2G	iPhone 2 Gang Surface Mount Box	
23	15	IS-IPMV	iPhone IP Video Master Station	
24	20	ISS-IPMDV	iPhone IP Access Kit	
25	20	9400 12/24 630	Hess Strike	
26	10	5000-12/24D	Hess Strike	
27	10	501-630	Hess Strike Plate	
28	10	5000C-12/24-Kit	Hess Strike with 500/501 plate	
29	20	MWS 1289 US	Gold power Supply	
30			Design Assistance	



## 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, Title VI /EEO Officer  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [TitleVI@HamiltonTN.gov](mailto:TitleVI@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. **WARRANTIES:** All warranty information must be furnished.
37. **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.**



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**Solicitation 0514-146 - Log**  
**Door Access Materials**

**5/29/2014 9:07 AM Eastern**

Bids Due Date/Time: 6/10/2014 10:30:00 AM Eastern

**Visible to Vendors:** Currently Visible    **Bids Due:** 6/10/2014 10:30:00 AM Eastern  
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5/29/2014 9:07:53AM	Eastern	Linda Chumbler	<u>0514-146 - Door Access Materials</u>	<u>Invitation</u>	Please click on the above solicitation number to access bid documents.	574	0

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**Please run the attached ad on May 29, 2014, in the legal notices.**

**LEGAL NOTICE**

Bids for contract unit pricing for door access materials will be opened at 10:30 AM (ET) on June 10, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Hamilton County,  
Gail B. Roppo  
Director of Purchasing



	B	C	D	E
1	ESTIMATED QUANTITY	MANUFACTURER PART #	DESCRIPTION	SHIELDS ELECTRONICS SUPPLY INC. UNIT PRICE
2	20	682-290-US	Net2 Plus two door IP starter kit w/PoE	\$830.50
3	10	682-493-US	Net2 Plus one door access control unit w/PoE	\$270.60
4	10	682-528-US	Net 2 Plus one door access control unit w/ABS housing	\$271.10
5	15	682-721-US	Net2 Plus one door access control unit w/PoE in metal cabinet	\$353.50
6	10	930-010-US	Net2 Professional Software	\$342.00
7	20	345-110-US	Proximity P50 Reader, UL	\$77.75
8	5	345-220-US	Proximity P50M HID Compatible Reader	\$77.75
9	10	356-310-US	Exit Button ED50	\$26.67
10	10	355-110-US	Proximity KP50 Keypad	\$138.50
11	20	695-644-US	Net2 Proximity Keyfobs (pack of 10)	\$16.65
12	20	692-500-US	Net2 Proximity ISO Cards, NO MAGSTRIPE (pack of 10)	\$16.65
13	10	692-488-US	Net2 Proximity Cards, WITH MAGSTRIPE (pack of 10) - <b>692-448-US</b>	\$16.65
14	1	692-052-US	Net2 Proximity ISO Cards, NO MAGSTRIPE (pack of 500)	\$748.00
15	1	692-053-US	Net2 Proximity Cards, WITH MAGSTRIPE (pack of 500)	\$748.00
16	5	514-326-US	Net2 Desktop Reader, USB	\$48.90
17	10	IS-PDV	iPhone PoE Compatible Video Door Station, Surface Mount	\$533.50
18	10	IS-PDVF	iPhone PoE Compatible Video Door Station, Flush Mount w/Box	\$570.00
19	5	IS-IPDVF-HID	iPhone PoE Compatible video Door Station w/HID Reader, Flush Mount	\$1,036.00
20	5	SBX-IPDVF	iPhone Surface Mount Box	\$100.71
21	5	SBX-IPDVFP	iPhone Surface Mount Box	\$96.90
22	5	SBX-2G	iPhone 2 Gang Surface Mount Box	\$69.50
23	15	IS-IPMV	iPhone IP Video Master Station	\$736.25
24	20	ISS-IPMDV	iPhone IP Access Kit	\$1,270.00
25	20	9400 12/24 630	Hess Strike	\$237.00
26	10	5000-12/24D	Hess Strike	\$77.50
27	10	501-630	Hess Strike Plate	\$8.00
28	10	5000C-12/24-Kit	Hess Strike with 500/501 plate	\$85.00
29	20	MWS 1289 US	Gold power Supply - <b>GS12VDC15</b>	\$11.25
30			Design Assistance - <b>Charge will be free if entire bid is awarded.</b>	\$150.00
31				
32	Received bid from ERMCI, LP but they are not an authorized distributor as required in bid spec.			
33				
34	Request For Bids:			
35	Newspaper Ad: 5-29-2014			
36	Vendor Notification: 574			
37	Vendor Response: 2			
38	Budgeted: Various Budgets			



# Hamilton County Board of Commissioners RESOLUTION

No. 714-5

A RESOLUTION ACCEPTING THE UNIT PRICE BIDS OF ACCU-TECH, DCO DISTRIBUTION, INC., DIVERSIFIED SUPPLY, INC., GRAYBAR ELECTRIC COMPANY, KENDALL ELECTRIC, AND SHIELDS ELECTRONICS SUPPLY, INC., BEGINNING JULY 2, 2014, THROUGH JULY 1, 2016, FOR MISCELLANEOUS VOICE AND DATA TELECOMMUNICATIONS MATERIALS FOR THE TELECOMMUNICATIONS DEPARTMENT 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 unit pricing for miscellaneous voice and data communications materials for the Telecommunications Department; and,

WHEREAS, the bids from Accu-Tech, DCO Distribution, Inc., Diversified Supply, Inc., Graybar Electric Company, Kendall Electric, and Shields Electronics Supply, Inc. were considered to be the lowest and best bids received and,

WHEREAS, there are sufficient previously budgeted funds available to the requisitioning department.

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

That the bids of Accu-Tech, DCO Distribution, Inc., Diversified Supply, Inc., Graybar Electric Company, Kendall Electric, and Shields Electronics Supply, Inc. for contract unit pricing, beginning July 2, 2014 through July 1, 2016, for miscellaneous voice and data telecommunications materials for the Telecommunications Department are hereby accepted, said bids being the lowest and best 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

July 2, 2014

\_\_\_\_\_  
Date

JIM M. COPPINGER  
COUNTY MAYOR



GAIL B. ROPPO  
DIRECTOR  
PURCHASING DEPARTMENT

## HAMILTON COUNTY, TENNESSEE

May 19, 2014

### Invitation to Bid – Hamilton County

**Subject:** Two (2) year contract pricing for Miscellaneous Voice and Data Materials as per attached specifications.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
Street City State

By: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Print or Type Name)

Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Hamilton County Business License Account Number: \_\_\_\_\_

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

Delivery: \_\_\_\_\_ Terms: \_\_\_\_\_

**Bid Date:** May 30, 2014  
**Bid Opening:** 10:30 A.M. (Eastern Time Zone)

**Office:** Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 or **mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7<sup>th</sup> Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.** All bids are to be F.O.B. Chattanooga, Tennessee 37402.

**Mark outside envelope containing sealed bid: "Miscellaneous Data & Materials".**  
**Proposal/Bid Number: 0514-142**

**Enclosed:** Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in cursive.

Gail B. Roppo  
Director of Purchasing

Bid#0514-142 Miscellaneous Voice & Data Materials  
Hamilton County, Tennessee

**1.0 General**

Hamilton County Government is accepting sealed bids for unit pricing on miscellaneous voice and data telecommunication materials. The contract period will be from June 18, 2014 through June 17, 2016. All prices must remain fixed during this contract period. Materials will be purchased for different projects on multiple purchase orders throughout the term of the contract.

**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 Telecommunications Manager, Susan Holcomb at 423-209-6220 or by FAX at 423-209-6224. Inquiries regarding bid submission should be directed to Linda Chumbler, Purchasing Department at 423-209-6350 or by FAX at 423-209-6351. Office hours are 8:00 a.m. to 4:00 p.m. Eastern Time, Monday through Friday.

The package containing **the original and one copy** of the bid must be sealed and clearly marked "BID FOR MISCELLANEOUS VOICE AND DATA MATERIALS" on the outside of the package. **Additionally, an entire copy of your bid package on CD in PDF format must be included.** Any package shipped by common carrier (FedEx, UPS, or hand carried) should be delivered to: **Hamilton County Government, Gail B. Roppo, Director of Purchasing, 455 North Highland Park Avenue, Chattanooga, TN 37404. Any bids mailed via United States Postal Service should be sent to: Hamilton County Government, Gail B. Roppo, Director of Purchasing, 117 East 7<sup>th</sup> Street, Chattanooga, TN 37402 (see attached delivery/ mailing instructions).**

Sealed bids will be accepted before **10:30 a.m. Eastern Time on Friday, May 30, 2014** 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.

**1.2 Quantities**

The equipment being bid will be installed in various communications projects for Hamilton County during the term of the contract. The quantities listed for each item are estimated based on defined 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 18, 2014 through June 17, 2016.

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.

Bid# 0514-142 Miscellaneous Voice & Data Materials  
Hamilton County, Tennessee

### **1.3 Shipping**

All material must be shipped prepaid to the designated County warehouse facility for storage and/or distribution. All shipping charges will be the responsibility of the vendor.

### **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 **one year 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. Vendors are encouraged to include procedures for returning unused or damaged materials in this bid package.

### EQUIPMENT SPECIFICATIONS

Hamilton County reserves the right to select a specific brand of each specified item in order to standardize the materials used during this contract period. It is the responsibility of the bidder to verify part numbers and descriptions of specified items. **Vendors wishing to bid other manufacturer's products must include manufacturer's spec sheets to establish equivalent quality levels.** Samples of other products may be requested as a part of the evaluation process. Vendors may submit pricing for each manufacturer's line of products or select only those product lines that meet with the distribution requirements.

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

# NOTE:

## IMPORTANT DELIVERY/MAILING INSTRUCTIONS

*NOTE: There are two different addresses – the one you use will be dependent on the means you select for the return of the bid/ proposal. Please note that receipt of the bid by the County mail system (i.e., USPS) or any other Department other than Purchasing does not constitute receipt of a bid by the Purchasing Department. All proposals must be received in the Purchasing Department by the specified deadline.*

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0514-142 Miscellaneous Voice & Data Materials	Bid #0514-142 Miscellaneous Voice & Data Materials
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
1	200	L-H4DU-12-BK Lynn Handset Cord 12ft Black	
2	50	L-H4DU-12-LA Lynn Handset Cord 12ft Ash	
3	25	L-H4DU-12-PG Lynn Handset Cord 12ft Pearl Gray	
4	250	L-H4DU-12-CG Lynn Handset Cord 12ft. Charcoal Gray	
5	200	L-H4DU-25-BK Lynn Handset Cord 25ft Black	
6	20	L-H4DU-25-LA Lynn Handset Cord 25ft Ash	
7	20	L-H4DU-25-PG Lynn Handset Cord 25ft. Pearl Gray	
8	250	L-H4DU-25-CG Lynn Handset Cord 25ft. Charcoal Gray	
9	200	L-D4BU-14-SS Lynn Line Cord 4c. 14ft Silver Satin	
10	200	L-D4BU-25-SS Lynn Line Cord 4c. 25ft Silver Satin	
11	150	L-D6BU-14-SS Lynn Line Cord 6c, 14ft Silver Satin	
12	150	L-D6BU-25-SS Lynn Line Cord 6c. 25ft Silver Satin	
13	250	6D460-03* Leviton Cat 6 slim Patch Cord 3 ft. ALL COLORS	
14	300	6D460-05* Leviton Cat 6 slim Patch Cord 5 ft. ALL COLORS	
15	300	6D460-07* Leviton Cat 6 slim Patch Cord 7 ft. ALL COLORS	
16	300	6D460-10* Leviton Cat 6 slim Patch Cord 10 ft. ALL COLORS	
17	200	6D460-15* Leviton Cat 6 slim Patch Cord 15 ft. ALL COLORS	
18	200	6D460-20* Leviton Cat 6 slim Patch Cord 20 ft. ALL COLORS	
19	5	180M-90F 3ft 25 pair assembly LYNN ELEC # 25PC3L3	
20	5	180M-90F 5ft 25 pair assembly LYNN ELEC # 25PC5L3	
21	5	180M-90F 15ft 25 pair assembly LYNN ELEC # 25PC15L3	
22	5	180M-90F 25ft 25 pair assembly LYNN ELEC # 25PC25L3	
23	5	180M-90M 3ft 25 pair assembly LYNN ELEC # 25PP3L3	
24	5	180M-90M 5ft 25 pair assembly LYNN ELEC # 25PP5L3	
25	5	180M-90M 15ft 25 pair assembly LYNN ELEC # 25PP15L3	
26	5	180M-90M 25ft 25 pair assembly LYNN ELEC # 25PP25L3	
27	2	62DST-MO2 Leviton Fiber Jumper ST-ST Duplex 2m	
28	2	62DST-MO3 Leviton Fiber Jumper ST-ST Duplex 3m	
29	2	62DST-MO5 Leviton Fiber Jumper ST-ST Duplex 5m	
30	10	1 Meter SC/APC to SC/APC Single Mode simplex jumper APSSC-S01	
31	10	2 Meter SC/APC to SC/APC Single mode simplex jumper APSSC-S02	
32	10	3 Meter SC/APC to SC/APC Single mode simplex jumper SPSSC-S03	
33	2	62DCT-MO1 Leviton Duplex Fiber Optic Patch Cord SC-ST 1 Meter	
34	2	62DCT-MO2 Leviton Duplex Fiber Optic Patchcord SC-ST 2 Meter	
35	2	62DCT-MO3 Leviton Duplex Fiber Optic Patchcord SC-ST 3 Meter	
36	2	62DCT-MO5 Leviton Duplex Fiber Optic Patchcord SC-ST 5 Meter	
37	5	62DSC-MO1 Leviton SC - SC Duplex MM Fiber Patch Cord 1 meter	
38	5	62DSC-MO2 Leviton SC - SC Duplex MM Fiber Patch Cord 2 meter	
39	5	50DSC-MO1 Leviton SC-SC 50/125 micron Duplex 1 Meter Fiber Jumper	
40	5	50DSC-MO2 Leviton SC-SC 50/125 micron Duplex 2 Meter Fiber Jumper	
41	10	5LDLC-MO1 Leviton 50/125 L.O. LC-LC duplex fiber jumper 1M	

	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
42	10	5LDLC-M02 Leviton 50/125 L.O. LC-LC duplex fiber jumper 2M	
43	10	5LDLC-M03 Leviton 50/125 L.O. LC-LC duplex fiber jumper 3M	
44	10	5LDLC-M05 Leviton 50/125 L.O. LC-LC duplex fiber jumper 5M	
45	2	PCDSC-SO1 Leviton SC-SC Single-Mode Duplex 1 Meter Fiber Jumper	
46	2	PCDSC-SO2 Leviton SC-SC Single-Mode Duplex 2 Meter Fiber Jumper	
47	2	62DCL-MO1 Leviton LC-SC Multimode, Duplex Fiber Patch Cord 1 Meter	
48	2	62DCL-MO2 Leviton LC-SC Multimode, Duplex Fiber Patch Cord 2 Meter	
49	2	62DCL-MO3 Leviton LC-SC Multimode, Duplex Fiber Patch Cord 3 Meter	
50	2	62DTL-M01 Leviton LC to ST Duplex MM Fiber Patch Cord 1 meter	
51	2	62DTL-M02 Leviton LC to ST Duplex MM Fiber Patch Cord 2 meter	
52	1000	42080-4IS Leviton single gang 4 port faceplate with window ALL COLORS	
53	100	41091-4WN Leviton 4 port QP 4 port faceplate White "oops"	
54	200	41089-2*P Leviton 2 Port Surface Mount Box ALL COLORS	
55	50	86003 Leviton 1Gang Ivory Duplex Rcpt. Plate	
56	50	88003 Leviton 1Gang White Duplex Rcpt Plate	
57	100	41080-6*P Leviton Single Gang 6 Port Faceplate ALL COLORS	
58	50	42080-6*P Leviton Dual Gang 6 Port Faceplate ALL COLORS	
59	50	42080-4*P Leviton Dual Gang 4 Port Faceplate ALL COLORS	
60	50	88016 Leviton 2 Gang Duplex Receptacle Faceplate White	
61	25	80516-I Leviton 2 Gang, Duplex Recepticle, Midsize Plate Ivory	
62	25	80516-W Leviton 2 Gang, Duplex Recepticle, Midsize Plate White	
63	25	86016 Leviton 2 Gang Electrical Face Plate Ivory	
64	25	42080-12*P Leviton Dual Gang 12 Port Faceplate ALL COLORS	
65	50	86014 Leviton Single Gang Blank Faceplate Ivory	
66	50	88014 Leviton Single Gang Blank Faceplate White	
67	20	84014 Leviton Single Gang Blank Faceplate Stainless Steel	
68	20	8014W Leviton Decora S/G blank "oops" faceplate	
69	100	41087-Q*P Leviton 4 Port 106 Type Yoke ALL COLORS	
70	50	41642-OOB Leviton Decora Style 2 Port Yoke Brown for Modular Jacks	
71	50	41644-00B Leviton Decora 4 Port Insert Brown	
72	25	80455-W Leviton Dual Gang Faceplate Duplex/GFCI Box Mount White	
73	25	80708-W Leviton Dual Gang Faceplate Blank/Decora,GFCI Box Mount White	
74	25	88025 Leviton Dual Gang Faceplate Blank/Blank Box Mount White	
75	25	86025 Leviton Dual Gang Faceplate Blank Ivory	
76	1000	41084-B*B Leviton Blank Modules for Faceplates ALL COLORS	
77	100	40278-SBI(RJ31X) Leviton Surface Mount Jack 8 Position 8 Conductor with Shorting Bar	
78	10	Leviton Industrial Outlet Kit 2 Gang D670K-1S2	
79	2	Leviton Industrial Patch Cord 3' D6721-03E	
80	5	Leviton Industrial Patch Cord 5' D6721-05E	
81	2	Leviton Industrial Patch Cord 7' D6721-07E	
82	2	Leviton Industrial Patch Cord 10' D6721-10E	

	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
83	1000	61110-B*6 Leviton eXtreme CAT 6+ Modular Jack Orange Contractor Pack(order in each, ship as bulk packs)	
84	200	41084-F*F Leviton F Connector Bulkhead Module ALL COLORS	
85	5	49255-Q89 Leviton 12 Port Patch Block (empty) (89D Mounting)	
86	100	49255-H24 Leviton High Density 24 Port Patch Panel with Wire Management Bar (empty)	
87	50	4W256-H24 Leviton 24 Port Angled Patch Panel Empty	
88	50	4W256-H48 Leviton Angled 48 Port Patch Panel Empty	
89	100	49255-H48 Leviton High Density 48 Port Patch Panel with Wire Management Bar (empty)	
90	10	49012-J24 Leviton 24 Port Voice Grade Patch Panel 8P2C Jacks, 25 Pair Connector	
91	10	49012-J48 Leviton 48 Port Voice Grade Patch Panel 8P2C Jacks, 25 Pair Connector	
92	12	5W110-OON Leviton Wall Mount 12 Port fiber Distribution Box (empty)	
93	25	5R1UM-F03 Leviton Rack Mount Fiber Box 1RU 3 Panels	
94	1	5R2UM-F06 Leviton Rack Mount Fiber Box 2 R/U Empty	
95	1	5R3UM-F12 Leviton Rack Mount Fiber Box 3 RU 12 Panels	
96	12	5F100-CSC Leviton Loaded Duplex SM/MM SC Mounting Plate 6 Port - SF100-6LC	
97	24	5F100-3CA Leviton 3 pack duplex SC SM Fiber adapter plate	
98	10	5F100-1ST Leviton Loaded SM/MM ST Mounting Plate 6 Pack	
99	20	5F100-2QL Leviton Loaded Adapter Plate 50 micron, Duplex LC, 12 fiber zirconia ceramic sleeve	
100	20	# 6800-62.5 SC 3M connector	
101	50	# 6800-50 SC 3M connector	
102	100	# 6800-50/LOMMF SC 3M connector	
103	20	# 6830-62.5 LC MM 3M connector	
104	500	# 6830-50/LOMMF LC MM 50 3M connector	
105	50	40066-MW2 Leviton M Block with Female and Male connectors (66M1-50W2)	
106	200	S66M1-50 Siemon 66 Block	
107	200	S89D Siemon 89D Bracket for 66 Blocks	
108	250	RG11 compression fitting ICM FS11V	
109	50	CT721 Allen Tel 3/4 inch IN Line Splice for RG6 w/nut & washer (Quest-Alt)	
110	100	RG59 BNC Connectors ICM	
111	100	RG59 Inline Coupler (Quest-Alt) Part # 41-0055	
112	250	ICM FS6U connectors for RG6 / RG6 Quad	
113	100	LV-1 Arlington Single Gang Plastic Box Eliminator	
114	100	LV-2 Arlington Dual Gang Plastic Box Eliminator	
115	400	MCRFW-BS8 Office White BASE Hellerman-Tyton	
116	400	MCRFW-C8 Office White COVER Hellerman-Tyton	
117	25	MCRFW-FE office white FLAT ELBOW Hellerman-Tyton	
118	25	MCRFW-IE office white INTERNAL ELBOW Hellerman-Tyton	
119	25	MCRFW-EC office white END CAP Hellerman-Tyton	
120	25	MCRFW-REB office white RAISED ELECTRICAL BOX Hellerman-Tyton	
121	25	MCRFW-RDB office white RAISED DEVICE BRACKET	

	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
122	25	MCRFW-ENT office white ENTRANCE END FITTING Hellerman-Tyton	
123	25	MCRFW-TE office white TEE FITTING Hellerman-Tyton	
124	25	MCRFW-LTD office white TEE FITTING DIVIDER (LEFT) Hellerman-Tyton	
125	25	MCRFW-CS office white COUPLER for COVER Hellerman-Tyton	
126	25	MCRFW-BS office white COUPLER for BASE Hellerman-Tyton	
127	25	MCRFW-EE External Elbow HELLERMAN-TYTON	
128	25	MCRFW-PTF Transition Fitting HELLERMAN-TYTON	
129	25	TSR3FW8-A Surface Raceway HELLERMAN-TYTON	
130	25	TSR3FW-25-1 Elbow HELLERMAN-TYTON	
131	25	TSR3FW-29-1 Ext. Corner HELLERMAN-TYTON	
132	25	TSR3FW-36 End Cap HELLERMAN-TYTON	
133	25	TSR2FW-50 Drop ceiling fitting HELLERMAN-TYTON	
134	25	TSR3FW-33-1 Internal Corner HELLERMAN-TYTON	
135	25	TSRFW-JB2 DEEP Gang junction box HELLERMAN TYTON	
136	25	TSR3FW-14 Office White SPLICE COVER Hellerman Tyton	
137	25	TSR3FW-21-1 Tee Fitting Hellerman-Tyton	
138	100	CAT12 Erico-Caddy "J" Hooks	
139	500	JP75W-L20 Panduit 3/4" J Hook 15 Cables	
140	100	CAT124Z34 Erico-Caddy Cable Hanger 3/4" Loop Rod or Flange Mount	
141	500	JP75DW-L20 Panduit 3/4" Drop Wire J Hook Bat-Wing	
142	500	JP131DW-L20 Panduit J Pro Drop Wire J Hook Bat-Wing	
143	500	JP2DW-L20 Panduit 2" Drop Wire J Hook 64 Cables Bat-Wing	
144	500	JP131W-L20 Panduit J Pro J Hook	
145	500	JP2W-L20 Panduit 2" J Hook 64 Cables	
146	100	CAT64 Erico Caddy J Hook Cable Hanger holds up to 300 4 PR. Cables	
147	50	BC Erico Caddy Beam Clamp for Caddy J hooks	
148	100	GB13A AllenTel 4" Distribution Ring (D Ring)	
149	100	GB13B AllenTel 6" Distribution Ring (D Ring)	
150	100	GB20 AllenTel Distribution Post (spoolies)	
151	100	GB10C Allen Tel Open end distributing ring - LARGE	
152	100	GB10A Allen Tel Open end distributing ring - SMALL	
153	200	492RU-HFR Leviton Horizontal Slotted Duct Wire Management (Front 2x4 and Rear 3x3) 2RU	
154	200	492RU-HFO Leviton Horizontal Slotted Duct Wire Management (Front only3x3) 2RU	
155	20	4W254-BCM Leviton Angled Patch Cord Organizer 2RU	
156	200	491RU-HFR Leviton Horizontal Slotted Duct Wire Management (Front 1.5x3 and Rear 1.5x4) 1RU (was...	
157	200	491RU-HFO Leviton Horizontal Slotted Duct Wire Management (Front only 1.5x3) 1RU (was 49264)	
158	20	4W254-LPM Leviton Angled Patch Cord Organizer 1RU	
159	20	49005-DMB Leviton Front Mounted (0 Position) Horizontal Wire Management Panel with Velcro Loops	
160	10	41020-SPR Leviton Wire Management Clips 10pk.	

	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
161	25	4925C-4CM Leviton 4RU 5RG Mgr Horz Cbl	
162	25	4925C-6CM Leviton 4RU 7RG Mgr Horz Cbl	
163	30	48900-IFR Leviton Reclouseable Storage ring inside plant 11.7"	
164	25	# 8980-VFR Vertical Wire Manager w/ hinged cover LEVITON	
165	25	# 89265-BKT Vertical center mounting bracket (bag of 4) LEVITON	
166	5	4P1224-29 Great Lakes 84x20x29 four post rack toe out	
167	30	EDR19FM45U Hoffman 7ft Black Relay Rack OR B-LINE # SB556084XUFB	
168	1	GLRR1984BA 84x20x14 Relay rack, Black	
169	1	E-DR19FM24U Hoffman 4ft Free Standing Relay Rack 24RU Black	
170	4	E-19SWM12U21 Hoffman 2 foot, Wall Mount, Swing Gate Rack	
171	1	E19SWM32U20 Hoffman 32 RU, 19" Swing-Out wall Mount Rack	
172	1	E-19SWM20U21 Hoffman 3 foot, Wall Mount, Swing Gate Rack	
173	1	E-19SWM25U21 Hoffman 4 foot, Wall Mount, Swing Gate Rack	
174	2	E-SH19S Hoffman 19 inch Shelf	
175	1	10562-001 Chatsworth Earthquake Swivel Bracket for Relay Racks	
176	5	49254-BP1 Leviton Blank Panel 1.75"	
177	5	49254-BP2 Leviton Blank Panel 3.5"	
178	5	49254-BP4 Leviton Blank Panel 7.0"	
179	4	EWMS242225 Hoffman Wall Mt Cab. 24'H x 21"W x 25"D w/Solid Doors Black	
180	4	EWMS362225 Hoffman Wall Mtt Cab. 36"H x 21"W x 25"D w/Solid Doors Black	
181	4	EWMS482225 Hoffman Wall Mt Cabinet 45"H x 21"W x 25"D w/Solid Doors Black	
182	1	D-LCASTERS Caster Kit for Hoffman Cabinets	
183	2	NC2178 Hoffman 7ft. Free-standing Equip Cabinet(Solid sides & rear, smoked front)	
184	2	NCK Caster set for NC rack Hoffman	
185	2	PLM12 Hoffman Levelers for 7ft cabinet (set of 4)	
186	1	3 pc washer splice assembly for Basket Tray (WBT or WIRWMAID)	
187	1	Support Washer for Basket Tray (WBT or WIREMAID)	
188	1	1/4" carriage bolt and Finned nut for Basket Tray (WBT or WIREMAID)	
189	1	1" square splice washer for basket tray (WBT or WIREMAID)	
190	1	1 3/16" square splice washer for basket tray (WBT or WIREMAID)	
191	1	6" L BRKT for basket Tray (WBT or WIREMAID)	
192	1	12" L BRKT for Basket Tray (WBT or WIREMAID)	
193	1	6" SHELF BRKT for Basket Tray (WBT or WIREMAID)	
194	50	12" SHELF BRKT For Basket Tray (WBT or WIREMAID)	
195	50	2"D x 6"W x 10'L Cable Tray (Basket Type) (WBT or WIREMAID)	
196	200	2"D x 12"W x 10'L Cable Tray (Basket Type) (WBT or WIREMAID)	
197	2	SMART1500RM2U Tripplite 1500 VA UPS Rack Mount 2 Unit	
198	5	5PX1500RT Eaton 1500va UPS LCD	
199	2	Tripplite BP48V24-2U Rack Mount battery pack	
200	10	Eaton - 5PXEBM48RT	
201	12	SNMPWEBCARD Tripplite Internal SNMP/WEB Management Accessory Card	

	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
202	10	Eaton - 103006826	
203	2	SMART2200RMXL2U 2.2 KVA Rack Mount UPS	
204	5	Eaton - 5PX2200RT	
205	2	SMART2200VS TrippLite 2200va/1600watt Line Interactive UPS System	
206	2	Eaton - 05146635-5591	
207	2	SMART1000RM1U Tripp-Lite 1000VA Rackmount UPS, 1RU	
208	2	SMART500RT1U Tripplite 500 VA, Rack or Wall Mount 5 Outlet UPS	
209	5	Eaton #81701 evolution 650	
210	2	SMART1000RM2U Tripplite 1000 VA UPS Rack Mount	
211	5	Eaton - 5PX1000RT	
212	2	SMART3000RM2U Tripplite 3 KVA Rack Mount UPS	
213	2	Eaton - 5PX3000RT2U	
214	2	SMART2600RM2U 2.6 KVA Rack Mount UPS	
215	2	TE1200 Tripplite 1200VA Extended Run Time UPS	
216	2	5500-190 Leviton 6 Outlet Rack Mount Surge Protector	
217	30	Eaton # 103007018-5591 2 post rack mount kit	
218	5	Tripplite - DRS1215	
219	2	SMART2200CRMXL TrippLite UPS	
220	2	UPSWM Tripplite Wall Mount Bracket for TE1200 UPS	
221	2	STRIKER Tripplite Surge Protection Strip	
222	24	Tripplite PS7224 Power Strip	
223	100	SCMKC security camera mounting kit T-Grid CADDY	
224	20	SCMKT Caddy Kit, camera mount, dome	
225	100	FLC430 Dome Camera cam-light kit Arlington	
226	2	PolyCom SoundStation N2 EX Conference Phone w/o Ext Mics 2200-16200-001	
227	2	PolyCom SoundStation N2 EX Expansion microphone (includes 2) Part # 2200-16100-001	
228	2	GN9125 ST Headset (replaces GN9120)	
229	2	GN8000 GN Netcom Multi-purpose Amplifier	
230	2	8800-01-01 GN Netcom Quick Disconnect Cord	
231	2	GN1000 Jabra Remote Handset Lifter	
232	2	912530 GN Netcom Wireless Headset	
233	2	Portasystems #506	
234	2	Portasystems #512	
235	2	Portasystems 25025-66-M66C	
236	2	Portasystems 525GT	
237	2	Portasystems 25050-66-M66C	
238	2	Portasystems 25100-66-M66C	
239	2	Circa Telecom 3B1E Standard Gas Protector Modules Black	
240	2	Portasystems 175BCXN-400	
241	2	Circa Telecom C3B3S-30 Low Voltage Protector Module Red	
242	2	Portasystems LVP27	

	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
243	2	Circa Telecom C4B3S-75 Solid State Protector Module Red (for digital phones)	
244	2	Portasystems 113SCN-75 OR 115SCN-75	
245	2	Porta/Circa 110/110 5 pin only	
246	2	Porta 6pr 110/110 - 1506	
247	50	3M 4462-SN Sheild Connector for OSP Cable (bullet bond)	
248	2	CAT5-LAN Itw Linx Surge Protector for Outside Plant Cat. 5 Cable	
249	20	# 2532 CHAN 2 way digital splitter	
250	20	3-Way Splitter Ideal 85-033	
251	20	4-Way Splitter Ideal 35-034	
252	20	#2534 CHAN 4 way digital splitter	
253	25	UTA-1 Wheelock Universal Ringer	
254	5	Medallion 320041TP227E Single Line CID enhanced black	
255	5	Medallion 322041TP227E Cortelco 2 Line Feature Phone w/Caller ID Black	
256	20	Cortelco 2500 00 VBA 20M Single Line Desk Set Black	
257	5	Cortelco 250047VBANDL Red Desk Phone w/o Dialpad	
258	5	Cortelco 890020-047 Red Wall Phone w/o Dial Pad	
259	5	Cortelco 2500 44 VBA 20M Single Line Desk Set Ash	
260	5	Cortelco 2500 47 VBA 20M ITT 2500 Desk Set Red	
261	5	Cortelco 2554 00 VBA 20M Single Line Wall Phone Black	
262	5	Cortelco 2554 44 VBA 20M Single Line Wall Phone Ash	
263	5	Cortelco 2554 47 VBA 20M Single Line Wall Phone Red	
264	50	Plantronics (Walker) W3-500M-00 Single Line Handset Black	
265	5	Plantronics (Walker) W3-500M-44 Single Line Handset Ash	
266	2	W10-00 Plantronics In-Line Handset Amplifier	
267	100	Firestop GROMMET RFG-1 SPTI	
268	500	THHN-12-STR-GRN-500S Copper Ground Wire #12 Str Green Jacket	
269	500	THHN-6-STR-GREEN -500 REEL #6 Stranded Copper Ground Wire	
270	24	SSS100 STI Inc. Sealant 10 oz. Tube	
271	100	SSB24 STI Inc. Firestop Pillow 2 x 4 x 9	
272	100	SSB26 Specified Technologies Intumescent Firestop Pillows 2" x 6" x 9"	
273	50	EZD22 STI EasyPath Firestop Penetration Small	
274	50	EZD33FWS Easy Path STI	
275	5	SSP100 STI Inc. Firestop Putty 36 CU. IN. Tube	
276	36	FS100 STI Firestop Products 1" Sleeve	
277	36	FS200 STI Firestop Products 2" Sleeve	
278	5	EZD44 STI EasyPath Firestop Penetration Large	
279	5	RGS134-1 Panduit Rack Grounding Strip	
280	5	RGCBNJ660P Panduit CBN to Rack Jumper Kit	
281	5	RGEJ1024PH Panduit 10AWG Jumper 45 deg. to Straight	
282	5	RGEJ1024PF Panduit 10Awg Jumper 90 deg. to Straight	
283	5	GB2B03O4TPI-1 Panduit TGB 1/4 x 2 x 10	

	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
284	100	LCC6-14JAW-L Panduit 2 Hole Lug Straight 6awg	
285	100	LCC6-14JAWH-L Panduit 2 Hole Lug 45 deg. 6Awg.	
286	10	Kwikwire Clamp Copper B-Line # BKC200	
287	10	Kwikwire Wire Rope # BKW188	
288	10	Kwikwire Kit #BKP20188	
289	10	Kwikwire cable assembly KIT # BKYH18-094-120K	
290	10	Caddy Speed link # SLD15L1 (1 meter rope)	
291	10	Caddy Speed Link # SLD15L1TP hooks	
292	10	Caddy Speed Link Clamp rod Lock # CRLB37EG	
293	10	Caddy Speed Link NUT Rod Lock # CRLS37EG	
294	24	IC 522595 Intellinet 16 Port 10/100 Switch	
295	24	IC 523318 Intellinet 8 Port 10/100 Switch	
296	24	IC 519120 Intellinet 10/100BaseTX to 100BaseFX Switching Media Converter	
297	2	Manhattan PC TV Converter # 150095	
298	5	Audio/Video Selector # AV413YC	
299	5	Quicktron Audio/Video RF modulator # 2215-41164-001	
300	50	Leviton SRJ6R-10 UTP patch cord with secure housing	
301	24	Leviton SRJPN-00R Secure RJ port Block (packs of 12)	
302	6	Leviton SRJET-OOR Secure Extraction Tool	

	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
303	5	5LDCL-M01 50 Micron Laser Optimized Duplex Jumper 1m	
304	5	5LDCL-M03 50 Micron Laser Optimized Duplex Jumper 3m	
305	5	5LDCL-M05 50 Micron Laser Optimized Duplex Jumper 5m	
306	250	#1079 - OCC Direct Connect Plugs	



## 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, Title VI /EEO Officer  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [TitleVI@HamiltonTN.gov](mailto:TitleVI@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. **WARRANTIES:** All warranty information must be furnished.
37. **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.**



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**Miscellaneous Voice & Data Materials**

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5/19/2014 8:26:10AM	Eastern	Linda Chumbler	0514-142 - <a href="#">Miscellaneous Voice &amp; Data Materials</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	516	0

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**Please run the attached ad on May 19, 2014, in the legal notices.**

**LEGAL NOTICE**

Bids for contract unit pricing for miscellaneous voice and data materials will be opened at 10:30 AM (ET) on May 30, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Hamilton County,  
Gail B. Roppo  
Director of Purchasing



HAMILTON COUNTY TELECOMMUNICATIONS OFFICE  
 MISCELLANEOUS VOICE AND DATA MATERIALS - MAY 2014

	ESTIMATED QUANTITY	DESCRIPTION	Accu-Tech	DCO Distribution	Diversified Supply, Inc.	Graybar Electric	Johnston Technologies	Kendall Electric	Shields Electronics
1	200	L-H4DU-12-BK Lynn Handset Cord 12ft Black L9200-12-A	1.49	1.45	no bid	1.67	no bid	1.44	no bid
2	50	L-H4DU-12-LA Lynn Handset Cord 12ft Ash L9200-12-AH	1.49	1.45	no bid	1.67	no bid	1.44	no bid
3	25	L-H4DU-12-PG Lynn Handset Cord 12ft Pearl Gray L-9200-12-PR	1.49	1.45	no bid	1.67	no bid	1.44	no bid
4	250	L-H4DU-12-CG Lynn Handset Cord 12ft. Charcoal Gray L-9200-12-DT	1.49	1.45	no bid	1.67	no bid	1.44	no bid
5	200	L-H4DU-25-BK Lynn Handset Cord 25ft Black L-9200-25-A	2.75	2.65	no bid	3.06	no bid	2.64	no bid
6	20	L-H4DU-25-LA Lynn Handset Cord 25ft Ash L-9200-25-AH	2.75	2.65	no bid	3.06	no bid	2.64	no bid
7	20	L-H4DU-25-PG Lynn Handset Cord 25ft. Pearl Gray L-9200-25-PR	2.75	2.65	no bid	3.06	no bid	2.64	no bid
8	250	L-H4DU-25-CG Lynn Handset Cord 25ft. Charcoal Gray L-9200-25-DT	2.75	2.65	no bid	3.06	no bid	2.64	no bid
9	200	L-D4BU-14-SS Lynn Line Cord 4c. 14ft Silver Satin L7200-14-W	1.17	1.15	no bid	1.31	no bid	1.13	no bid
10	200	L-D4BU-25-SS Lynn Line Cord 4c. 25ft Silver Satin L7200-25-W	1.64	1.60	no bid	1.83	no bid	1.58	no bid
11	150	L-D6BU-14-SS Lynn Line Cord 6c, 14ft Silver Satin L8200-14-W	1.79	1.75	no bid	2.00	no bid	1.72	no bid
12	150	L-D6BU-25-SS Lynn Line Cord 6c. 25ft Silver Satin L8200-25-W	2.42	2.35	no bid	2.71	no bid	2.33	no bid
13	250	6D460-03* Leviton Cat 6 slim Patch Cord 3 ft. ALL COLORS PCSIX03B05 - OCC C601106003 - Belden	5.15	4.80	no bid	4.97	no bid	3.63	4.90
14	300	6D460-05* Leviton Cat 6 slim Patch Cord 5 ft. ALL COLORS PCSIX05B05 - OCC C601106005 - Belden	5.75	5.35	no bid	5.53	no bid	4.16	5.40
15	300	6D460-07* Leviton Cat 6 slim Patch Cord 7 ft. ALL COLORS PCSIX07B05 - OCC C601106007 - Belden	6.30	5.90	no bid	6.09	no bid	4.68	5.99

HAMILTON COUNTY TELECOMMUNICATIONS OFFICE  
 MISCELLANEOUS VOICE AND DATA MATERIALS - MAY 2014

	ESTIMATED QUANTITY	DESCRIPTION	Accu-Tech	DCO Distribution	Diversified Supply, Inc.	Graybar Electric	Johnston Technologies	Kendall Electric	Shields Electronics
16	300	6D460-10* Leviton Cat 6 slim Patch Cord 10 ft. ALL COLORS	7.10	6.70	no bid	6.91	no bid		
		PCSIX10B05 - OCC						5.47	
		C601106010 - Belden							6.75
17	200	6D460-15* Leviton Cat 6 slim Patch Cord 15 ft. ALL COLORS	8.50	8.00	no bid	8.30	no bid		
		PCSIX15B05 - OCC						6.78	
		C601106015 - Belden							8.02
18	200	6D460-20* Leviton Cat 6 slim Patch Cord 20 ft. ALL COLORS	10.05	9.40	no bid	9.69	no bid		
		PCSIX20B05 - OCC						8.09	
		C601106020 - Belden							9.18
19	5	180M-90F 3ft 25 pair assembly LYNN ELEC # 25PC3L3	10.50		no bid	no bid	no bid	9.90	no bid
		Correct Part # - 25PC3L3-180M/90		9.95					
20	5	180M-90F 5ft 25 pair assembly LYNN ELEC # 25PC5L3	10.20		no bid	no bid	no bid	11.16	no bid
		Correct Part # - 25PC5L3-180M/90		11.20					
21	5	180M-90F 15ft 25 pair assembly LYNN ELEC # 25PC15L3	18.25		no bid	no bid	no bid	17.45	no bid
		Correct Part # - 25PC15L3-180M/90		17.55					
22	5	180M-90F 25ft 25 pair assembly LYNN ELEC # 25PC25L3	24.50		no bid	no bid	no bid	23.76	no bid
		Correct Part # - 25PC25L3-180M/90		23.90					
23	5	180M-90M 3ft 25 pair assembly LYNN ELEC # 25PP3L3	10.53		no bid	no bid	no bid	9.90	no bid
		Correct Part # - 25PP3L3-180M/90		9.95					
24	5	180M-90M 5ft 25 pair assembly LYNN ELEC # 25PP5L3	12.94		no bid	no bid	no bid	11.16	no bid
		Correct Part # - 25PP5L3-180M/90		11.20					
25	5	180M-90M 15ft 25 pair assembly LYNN ELEC # 25PP15L3	18.46		no bid	no bid	no bid	17.46	no bid
		Correct Part # - 25PP15L3-180M/90		17.55					
26	5	180M-90M 25ft 25 pair assembly LYNN ELEC # 25PP25L3	25.07		no bid	no bid	no bid	23.76	no bid
		Correct Part # - 25PP25L3-180M/90		23.90					
27	2	62DST-MO2 Leviton Fiber Jumper ST-ST Duplex 2m	9.25	9.00	no bid	9.47	no bid		no bid
		Quiktron #810-112-006						7.34	
28	2	62DST-MO3 Leviton Fiber Jumper ST-ST Duplex 3m	9.75	9.65	no bid	10.15	no bid		no bid
		Quiktron #810-112-009						8.26	
29	2	62DST-MO5 Leviton Fiber Jumper ST-ST Duplex 5m	14.20	13.55	no bid	14.25	no bid		no bid
		Quiktron #810-112-017						9.16	
30	10	1 Meter SC/APC to SC/APC Single Mode simplex jumper APSSC-S01	12.00	11.60	no bid	12.18	no bid		no bid
		Quiktron #810-885-003						6.39	
31	10	2 Meter SC/APC to SC/APC Single mode simplex jumper APSSC-S02	12.25	12.00	no bid	12.65	no bid		no bid
		Quiktron #810-885-006						6.67	

HAMILTON COUNTY TELECOMMUNICATIONS OFFICE  
MISCELLANEOUS VOICE AND DATA MATERIALS - MAY 2014

	ESTIMATED QUANTITY	DESCRIPTION	Accu-Tech	DCO Distribution	Diversified Supply, Inc.	Graybar Electric	Johnston Technologies	Kendall Electric	Shields Electronics
32	10	3 Meter SC/APC to SC/APC Single mode simplex jumper SPSSC-S03 Quiktron #810-885-009	13.00	12.45	no bid	13.11	no bid	7.00	no bid
33	2	62DCT-MO1 Leviton Duplex Fiber Optic Patch Cord SC-ST 1 Meter Quiktron #810-132-003	9.25	9.00	no bid	9.47	no bid	8.01	no bid
34	2	62DCT-MO2 Leviton Duplex Fiber Optic Patchcord SC-ST 2 Meter Quiktron #810-132-006	10.10	9.65	no bid	10.14	no bid	8.64	no bid
35	2	62DCT-MO3 Leviton Duplex Fiber Optic Patchcord SC-ST 3 Meter Quiktron #810-132-009	10.40	10.25	no bid	10.79	no bid	9.26	no bid
36	2	62DCT-MO5 Leviton Duplex Fiber Optic Patchcord SC-ST 5 Meter Quiktron #810-132-017	12.05	11.50	no bid	12.11	no bid	10.74	no bid
37	5	62DSC-MO1 Leviton SC - SC Duplex MM Fiber Patch Cord 1 meter Quiktron #810-332-003	9.70	9.30	no bid	9.77	no bid	8.17	no bid
38	5	62DSC-MO2 Leviton SC - SC Duplex MM Fiber Patch Cord 2 meter Quiktron #810-332-006	10.40	9.95	no bid	10.48	no bid	8.77	no bid
39	5	50DSC-MO1 Leviton SC-SC 50/125 micron Duplex 1 Meter Fiber Jur Quiktron #850-332-003	9.70	9.35	no bid	9.85	no bid	8.17	no bid
40	5	50DSC-MO2 Leviton SC-SC 50/125 micron Duplex 2 Meter Fiber Jur Quiktron #810-332-006	10.43	10.15	no bid	10.69	no bid	8.77	no bid
41	10	5LDLC-MO1 Leviton 50/125 L.O. LC-LC duplex fiber jumper 1M Quiktron #852-LL2-003	11.20	10.85	no bid	11.40	no bid	9.10	no bid
42	10	5LDLC-MO2 Leviton 50/125 L.O. LC-LC duplex fiber jumper 2M Quiktron #852-LL2-006	12.40	11.80	no bid	12.43	no bid	10.21	no bid
43	10	5LDLC-MO3 Leviton 50/125 L.O. LC-LC duplex fiber jumper 3M Quiktron #852-LL2-009	13.29	12.60	no bid	13.26	no bid	11.33	no bid
44	10	5LDLC-MO5 Leviton 50/125 L.O. LC-LC duplex fiber jumper 5M Quiktron #852-LL2-017	15.05	14.35	no bid	15.07	no bid	13.57	no bid
45	2	PCDSC-SO1 Leviton SC-SC Single-Mode Duplex 1 Meter Fiber Jum REPL BY UPDSC-S01 Quiktron #810-447-003	10.32	9.80	no bid	10.30	no bid	7.61	no bid
46	2	PCDSC-SO2 Leviton SC-SC Single-Mode Duplex 2 Meter Fiber Jum REPL BY UPDSC-S02 Quiktron #810-447-006	10.98	10.40	no bid	10.99	no bid	8.17	no bid
47	2	62DCL-MO1 Leviton LC-SC Multimode, Duplex Fiber Patch Cord 1 M Quiktron #810-L32-003	9.49	6.60	no bid	6.74	no bid	11.47	no bid

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	ESTIMATED QUANTITY	DESCRIPTION	Accu-Tech	DCO Distribution	Diversified Supply, Inc.	Graybar Electric	Johnston Technologies	Kendall Electric	Shields Electronics
48	2	62DCL-MO2 Leviton LC-SC Multimode, Duplex Fiber Patch Cord 2 M	10.16	6.90	no bid	7.01	no bid		no bid
		Quiktron #810-L32-006						7.97	
49	2	62DCL-MO3 Leviton LC-SC Multimode, Duplex Fiber Patch Cord 3 M	11.22	10.65	no bid	11.19	no bid		no bid
		Quiktron #810-L32-009						12.94	
50	2	62DTL-M01 Leviton LC to ST Duplex MM Fiber Patch Cord 1 meter	9.90	9.40	no bid	9.87	no bid		no bid
		Quiktron #810-L12-003						11.08	
51	2	62DTL-M02 Leviton LC to ST Duplex MM Fiber Patch Cord 2 meter	10.16	9.65	no bid	10.14	no bid		no bid
		Quiktron #810-L12-006						11.87	
52	1000	42080-4IS Leviton single gang 4 port faceplate with window ALL COL	1.10	1.10	no bid	1.26	no bid		
		FPSK0401 - OCC						0.92	
		AX102249 - Belden							1.06
53	100	41091-4WN Leviton 4 port QP 4 port faceplate White "oops"	1.37	1.30	no bid	1.45	no bid		
		FPK0401 - OCC						0.77	
		AX102249 - Belden							1.06
54	200	41089-2*P Leviton 2 Port Surface Mount Box ALL COLORS	1.32	1.35	no bid	1.51	no bid		
		SMEK201 - OCC						1.47	
		AX102652 - Belden							1.26
55	50	86003 Leviton 1Gang Ivory Duplex Rcpt. Plate	0.44	0.45	no bid	0.21	no bid	0.18	no bid
56	50	88003 Leviton 1Gang White Duplex Rcpt Plate	0.44	0.45	no bid	0.21	no bid	0.18	no bid
57	100	41080-6*P Leviton Single Gang 6 Port Faceplate ALL COLORS	1.02	1.05	no bid	1.17	no bid		
		FPK0601 - OCC						0.77	
		AX102251 - Belden							0.90
58	50	42080-6*P Leviton Dual Gang 6 Port Faceplate ALL COLORS	2.67	2.65	no bid	3.04	no bid		
		DPSK0601 - OCC						2.15	
		AX102251 - Belden							1.90
59	50	42080-4*P Leviton Dual Gang 4 Port Faceplate ALL COLORS	2.67	2.65	no bid	3.04	no bid	no bid	
		AX102671 - Belden							1.90
60	50	88016 Leviton 2 Gang Duplex Receptacle Faceplate White	0.89	0.85	no bid	0.41	no bid	0.38	no bid
61	25	80516-I Leviton 2 Gang, Duplex Recepticle, Midsize Plate Ivory	2.17	2.05	no bid	0.76	no bid	0.38	no bid
62	25	80516-W Leviton 2 Gang, Duplex Recepticle, Midsize Plate White	2.17	2.05	no bid	0.76	no bid	0.38	no bid
63	25	86016 Leviton 2 Gang Electrical Face Plate Ivory	0.89	0.85	no bid	0.41	no bid	0.35	no bid
64	25	42080-12*P Leviton Dual Gang 12 Port Faceplate ALL COLORS	2.67	2.65	no bid	3.04	no bid		
		DPSK1201 - OCC						2.15	
		AX102257 - Belden							2.47

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	ESTIMATED QUANTITY	DESCRIPTION	Accu-Tech	DCO Distribution	Diversified Supply, Inc.	Graybar Electric	Johnston Technologies	Kendall Electric	Shields Electronics
65	50	86014 Leviton Single Gang Blank Faceplate Ivory	0.65	0.65	no bid	0.24	no bid	0.18	no bid
66	50	88014 Leviton Single Gang Blank Faceplate White	0.65	0.65	no bid	0.24	no bid	0.18	no bid
67	20	84014 Leviton Single Gang Blank Faceplate Stainless Steel	2.05	1.90	no bid	0.94	no bid	0.72	no bid
68	20	8014W Leviton Decora S/G blank "oops" faceplate	4.38	no bid	no bid	no bid	no bid	0.19	no bid
69	100	41087-Q*P Leviton 4 Port 106 Type Yoke ALL COLORS	1.60	1.52	no bid	1.70	no bid		
		A106K4 - OCC						3.02	
		AX104124 - Belden							1.50
70	50	41642-OOB Leviton Decora Style 2 Port Yoke Brown for Modular Jack	2.69	2.55	no bid	2.85	no bid	2.70	
		AX104112 - Belden							1.57
71	50	41644-00B Leviton Decora 4 Port Insert Brown	2.69	2.55	no bid	no bid	no bid	2.70	
		AX102266 - Belden							1.57
72	25	80455-W Leviton Dual Gang Faceplate Duplex/GFCI Box Mount White	2.10	2.00	no bid	0.95	no bid	0.77	no bid
73	25	80708-W Leviton Dual Gang Faceplate Blank/Decora,GFCI Box Mount	2.44	2.30	no bid	1.69	no bid	1.14	no bid
74	25	88025 Leviton Dual Gang Faceplate Blank/Blank Box Mount White	2.08	2.00	no bid	0.48	no bid	0.45	no bid
75	25	86025 Leviton Dual Gang Faceplate Blank Ivory	2.08	2.00	no bid	0.48	no bid	0.45	no bid
76	1000	41084-B*B Leviton Blank Modules for Faceplates ALL COLORS	0.13	0.15	no bid	0.14	no bid		
		AKBLK - OCC						0.15	
		AX102262 - Belden							0.12
77	100	40278-SBI(RJ31X) Leviton Surface Mount Jack 8 Position 8 Conductor with Shorting Bar	2.89	2.70	no bid	3.06	no bid	2.88	no bid
78	10	Leviton Industrial Outlet Kit 2 Gang D670K-1S2	51.82	49.15	no bid	49.96	no bid	51.76	
		E200002 000S1 - Belden							48.00
79	2	Leviton Industrial Patch Cord 3' D6721-03E	18.81	17.85	no bid	18.14	no bid	18.80	no bid
80	5	Leviton Industrial Patch Cord 5' D6721-05E	20.33	19.30	no bid	19.60	no bid	20.31	no bid
81	2	Leviton Industrial Patch Cord 7' D6721-07E	21.84	20.70	no bid	21.05	no bid	21.82	no bid
82	2	Leviton Industrial Patch Cord 10' D6721-10E	23.36	22.15	no bid	22.52	no bid	23.34	no bid
83	1000	61110-B*6 Leviton eXtreme CAT 6+ Modular Jack Orange Contractor Pack(order in each, ship as bulk packs)	4.71	4.40	no bid	114.20	no bid		
		KMJA65008 - OCC						3.70	
		AX104189 - Belden							4.40
84	200	41084-F*F Leviton F Connector Bulkhead Module ALL COLORS	1.39	1.30	no bid	1.48	no bid		
		AKF01 - OCC						1.43	
		AX102907 - Belden							1.29
85	5	49255-Q89 Leviton 12 Port Patch Block (empty) (89D Mounting)	11.41	10.95	no bid	11.00	no bid	11.39	no bid
86	100	49255-H24 Leviton High Density 24 Port Patch Panel with Wire Management Bar (empty)	40.52	38.80	no bid	39.07	no bid		
		AK24 - OCC						34.41	
		AX1000041 - Belden							121.00
87	50	4W256-H24 Leviton 24 Port Angled Patch Panel Empty	82.41	79.00	no bid	79.43	no bid		
		ACC24K - OCC						53.58	
		AX104599 - Belden							78.00

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88	50	4W256-H48 Leviton Angled 48 Port Patch Panel Empty ACC48K - OCC	93.34	89.50	no bid	89.98	no bid	66.14	
		AX104601 - Belden							96.00
89	100	49255-H48 Leviton High Density 48 Port Patch Panel with Wire Management Bar (empty) AK48H - OCC	55.26	53.00	no bid	53.27	no bid	46.70	
		AX103115 - Belden							53.00
90	10	49012-J24 Leviton 24 Port Voice Grade Patch Panel 8P2C Jacks, 25 Pair Connector DCC2482/2502 - OCC	66.68	64.15	no bid	64.27	no bid	67.05	no bid
91	10	49012-J48 Leviton 48 Port Voice Grade Patch Panel 8P2C Jacks, 25 Pair Connector DCC4882/2502 - OCC	133.69	128.60	no bid	128.87	no bid	135.23	no bid
92	12	5W110-OON Leviton Wall Mount 12 Port fiber Distribution Box (empty) WTC12/24D - OCC	59.13	56.10	no bid	59.03	no bid	77.61	no bid
93	25	5R1UM-F03 Leviton Rack Mount Fiber Box 1RU 3 Panels RTS1U-3APB - OCC	69.38	114.00	no bid	114.52	no bid	120.98	
		AX100041 - Belden							70.00
94	1	5R2UM-F06 Leviton Rack Mount Fiber Box 2 R/U Empty RTS2U-6APB - OCC	152.38	146.00	no bid	146.89	no bid	155.20	
		AX100068 - Belden							120.00
95	1	5R3UM-F12 Leviton Rack Mount Fiber Box 3 RU 12 Panels RTS4U-12APB - OCC	203.13	194.50	no bid	195.80	no bid	198.46	
		AX100080 - Belden							27.60
96	12	5F100-CSC Leviton Loaded Duplex SM/MM SC Mounting Plate 6 Pack 6112DSC - OCC	45.05	26.15	no bid	27.24	no bid	28.41	
		AXFFSU03SD - Belden							28.15
97	24	5F100-3CA Leviton 3 pack duplex SC SM Fiber adapter plate Repl by 5F100-6VC	27.28	26.15	no bid	27.24	no bid	28.41	
		616SMDSC - OCC							23.95
		FFSU03SA - Belden							
98	10	5F100-1ST Leviton Loaded SM/MM ST Mounting Plate 6 Pack REPL BY 5F100-6MT	20.74	19.85	no bid	20.71	no bid	17.05	
		616ST - OCC							19.79
		FFSU06ST - Belden							
99	20	5F100-2QL Leviton Loaded Adapter Plate 50 micron, Duplex LC, 12 fiber zirconia ceramic sleeve 6112SMDLC - OCC	51.18	49.00	no bid	51.09	no bid	53.41	
		FF3U06LD - Belden							49.13
100	20	# 6800-62.5 SC 3M connector AX105205-S1 - Belden	8.87	8.00	no bid	no bid	no bid	8.20	8.00
101	50	# 6800-50 SC 3M connector AX105205-S1 - Belden	8.06	8.00	no bid	no bid	no bid	8.20	8.00
102	100	# 6800-50/LOMMF SC 3M connector AX105207-S1 - Belden	8.51	8.40	no bid	no bid	no bid	8.61	8.40

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	ESTIMATED QUANTITY	DESCRIPTION	Accu-Tech	DCO Distribution	Diversified Supply, Inc.	Graybar Electric	Johnston Technologies	Kendall Electric	Shields Electronics
103	20	# 6830-62.5 LC MM 3M connector	9.08	9.00	no bid	no bid	no bid	9.60	
		AX105200-S1 - Belden							8.45
104	500	# 6830-50/LOMMF LC MM 50 3M connector	9.57	9.60	no bid	no bid	no bid	9.73	
		AX105200-S1 - Belden							9.00
105	50	40066-MW2 Leviton M Block with Female and Male connectors (66M	63.08	60.70	no bid	62.26	no bid	62.38	no bid
106	200	S66M1-50 Siemon 66 Block	6.54		no bid	7.26	no bid	5.41	no bid
		Alt Mfg - Suttle - Part# 66M150-C5NC		5.40					
107	200	S89D Siemon 89D Bracket for 66 Blocks	1.25		no bid	1.44	no bid	1.44	no bid
		Alt Mfg - Suttle - Part # 89D		1.20					
108	250	RG11 compression fitting ICM FS11V	2.13	no bid	no bid	no bid	no bid	4.43	2.06
109	50	CT721 Allen Tel 3/4 inch IN Line Splice for RG6 w/nut & washer (Que	1.98	no bid	no bid	0.29	no bid	0.21	0.25
110	100	RG59 BNC Connectors ICM	1.95	no bid	no bid	no bid	no bid	1.62	1.89
111	100	RG59 Inline Coupler (Quest-Alt) Part # 41-0055	3.59	0.75	no bid		no bid	0.56	0.70
		CT724 - Allentel				0.72			
112	250	ICM FS6U connectors for RG6 / RG6 Quad	1.89	no bid	no bid		no bid	0.48	0.44
		CT734 - Allentel				Note 6 - 0.33			
113	100	LV-1 Arlington Single Gang Plastic Box Eliminator	0.78	no bid	no bid	94.16	no bid	0.83	0.89
114	100	LV-2 Arlington Dual Gang Plastic Box Eliminator	1.07	no bid	no bid	135.06	no bid	1.18	1.20
115	400	MCRFW-BS8 Office White BASE Hellerman-Tyton	2.47	2.50	2.75	no bid	no bid	2.45	2.22
116	400	MCRFW-C8 Office White COVER Hellerman-Tyton	1.22	1.25	1.22	no bid	no bid	1.20	1.09
117	25	MCRFW-FE office white FLAT ELBOW Hellerman-Tyton	12.25	12.30	7.55	no bid	no bid	12.10	10.96
118	25	MCRFW-IE office white INTERNAL ELBOW Hellerman-Tyton	7.91	8.10	9.81	no bid	no bid	7.81	7.08
119	25	MCRFW-EC office white END CAP Hellerman-Tyton	3.07	3.15	3.23	no bid	no bid	3.04	2.75
120	25	MCRFW-REB office white RAISED ELECTRICAL BOX Hellerman-Tyt	5.50	5.60	5.89	no bid	no bid	5.44	1.93
121	25	MCRFW-RDB office white RAISED DEVICE BRACKET	2.90	2.95	3.04	no bid	no bid	2.86	2.59
122	25	MCRFW-ENT office white ENTRANCE END FITTING Hellerman-Tyto	13.48	13.80	8.34	no bid	no bid	13.33	12.06
123	25	MCRFW-TE office white TEE FITTING Hellerman-Tyton	13.10	13.20	12.60	no bid	no bid	12.95	11.73
124	25	MCRFW-LTD office white TEE FITTING DIVIDER (LEFT) Hellerman-	19.60	20.00	20.62	no bid	no bid	19.38	17.54
125	25	MCRFW-CS office white COUPLER for COVER Hellerman-Tyton	1.49	1.55	1.57	no bid	no bid	1.48	1.35
126	25	MCRFW-BS office white COUPLER for BASE Hellerman-Tyton	3.12	3.20	3.23	no bid	no bid	3.08	2.79
127	25	MCRFW-EE External Elbow HELLERMAN-TYTON	7.91	8.10	7.82	no bid	no bid	7.81	7.08
128	25	MCRFW-PTF Transition Fitting HELLERMAN-TYTON	8.88	9.10	9.34	no bid	no bid	8.78	7.95
129	25	TSR3FW8-A Surface Raceway HELLERMAN-TYTON	1.51	1.55	1.60	no bid	no bid	1.50	1.36
130	25	TSR3FW-25-1 Elbow HELLERMAN-TYTON	1.06	1.10	1.19	no bid	no bid	1.05	0.95
131	25	TSR3FW-29-1 Ext. Corner HELLERMAN-TYTON	1.87	1.90	1.96	no bid	no bid	1.85	1.68
132	25	TSR3FW-36 End Cap HELLERMAN-TYTON	0.97	1.00	1.01	no bid	no bid	0.95	0.86

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	ESTIMATED QUANTITY	DESCRIPTION	Accu-Tech	DCO Distribution	Diversified Supply, Inc.	Graybar Electric	Johnston Technologies	Kendall Electric	Shields Electronics
133	25	TSR2FW-50 Drop ceiling fitting HELLERMAN-TYTON	1.43	1.50	1.50	no bid	no bid	1.43	1.30
134	25	TSR3FW-33-1 Internal Corner HELLERMAN-TYTON	1.06	1.10	1.11	no bid	no bid	1.05	0.95
135	25	TSRFW-JB2 DEEP Gang junction box HELLERMAN TYTON	3.51	3.60	3.69	no bid	no bid	3.47	3.15
136	25	TSR3FW-14 Office White SPLICE COVER HELLERMAN Tyton	0.96	1.00	1.01	no bid	no bid	0.95	0.87
137	25	TSR3FW-21-1 Tee Fitting HELLERMAN-Tyton	1.06	1.10	1.18	no bid	no bid	1.05	0.95
138	100	CAT12 Erico-Caddy "J" Hooks	0.95	1.05	1.19	1.06	no bid	1.07	no bid
139	500	JP75W-L20 Panduit 3/4" J Hook 15 Cables	0.83	no bid	1.01	0.61	no bid	0.59	no bid
140	100	CAT124Z34 Erico-Caddy Cable Hanger 3/4" Loop Rod or Flange M	1.56	1.75	2.08	1.72	no bid	1.75	no bid
141	500	JP75DW-L20 Panduit 3/4" Drop Wire J Hook Bat-Wing	1.31	no bid	1.77	0.97	no bid	0.94	no bid
142	500	JP131DW-L20 Panduit J Pro Drop Wire J Hook Bat-Wing	1.85	no bid	2.35	1.37	no bid	1.33	no bid
143	500	JP2DW-L20 Panduit 2" Drop Wire J Hook 64 Cables Bat-Wing	2.13	no bid	2.71	1.57	no bid	1.53	no bid
144	500	JP131W-L20 Panduit J Pro J Hook	1.37	no bid	1.64	1.01	no bid	0.98	no bid
145	500	JP2W-L20 Panduit 2" J Hook 64 Cables	1.65	no bid	2.12	1.22	no bid	1.19	no bid
146	100	CAT64 Erico Caddy J Hook Cable Hanger holds up to 300 4 PR. Ca	3.78	4.20	4.72	4.14	no bid	4.22	no bid
147	50	BC Erico Caddy Beam Clamp for Caddy J hooks	0.61	0.75	0.78	0.68	no bid	0.70	no bid
148	100	GB13A AllenTel 4" Distribution Ring (D Ring)	1.50	no bid	no bid	1.01	no bid	no bid	no bid
149	100	GB13B AllenTel 6" Distribution Ring (D Ring)	1.72	no bid	no bid	1.08	no bid	no bid	no bid
150	100	GB20 AllenTel Distribution Post (spoolies)	0.93	no bid	no bid	0.55	no bid	0.85	no bid
151	100	GB10C Allen Tel Open end distributing ring - LARGE	2.89	no bid	no bid	1.75	no bid	no bid	no bid
152	100	GB10A Allen Tel Open end distributing ring - SMALL	1.91	no bid	no bid	1.16	no bid	no bid	no bid
153	200	492RU-HFR Leviton Horizontal Slotted Duct Wire Management (Front 2x4 and Rear 3x3) 2RU	30.49	30.50	no bid	31.00	no bid		no bid
		CM404 - OCC						33.24	
154	200	492RU-HFO Leviton Horizontal Slotted Duct Wire Management (Front only 3x3) 2RU	24.89	24.90	no bid	25.27	no bid		no bid
		CM403 - OCC						25.39	
155	20	4W254-BCM Leviton Angled Patch Cord Organizer 2RU	130.29	122.70	no bid	124.35	no bid	no bid	no bid
156	200	491RU-HFR Leviton Horizontal Slotted Duct Wire Management (Front 1.5x3 and Rear 1.5x4) 1RU (was...	29.59	27.95	no bid	28.24	no bid		no bid
		CM402 - OCC						28.65	
157	200	491RU-HFO Leviton Horizontal Slotted Duct Wire Management (Front only 1.5x3) 1RU (was 49264)	22.85	21.45	no bid	21.81	no bid		no bid
		CM401 - OCC						21.49	
158	20	4W254-LPM Leviton Angled Patch Cord Organizer 1RU	130.29	122.70	no bid	124.35	no bid	no bid	no bid
159	20	49005-DMB Leviton Front Mounted (0 Position) Horizontal Wire Management Panel with Velcro Loops	no bid	29.70	no bid	28.55	no bid		no bid
		CM102 - OCC						20.72	
160	10	41020-SPR Leviton Wire Management Clips 10pk.	15.50	15.40	no bid	16.84	no bid	15.34	no bid
161	25	4925C-4CM Leviton 4RU 5RG Mgr Horz Cbl	82.42	81.95	no bid	78.67	no bid	81.50	no bid

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162	25	4925C-6CM Leviton 4RU 7RG Mgr Horz Cbl	105.45		no bid		no bid	74.28	no bid
		Repl by 49253-6CM-NO COVER		74.65		71.70			
163	30	48900-IFR Leviton Reclouseable Storage ring inside plant 11.7"	19.52	19.40	no bid	19.49	no bid	19.31	no bid
164	25	# 8980-VFR Vertical Wire Manager w/ hinged cover LEVITON	290.25	275.45	no bid	277.02	no bid		no bid
		VCM64RUHD - OCC						197.58	
165	25	# 89265-BKT Vertical center mounting bracket (bag of 4) LEVITON	18.08	17.15	no bid	19.16	no bid		no bid
		VCM645RUBACK - OCC						39.58	
166	5	4P1224-29 Great Lakes 84x20x29 four post rack toe out	360.90	350.00	no bid	380.52	no bid	no bid	no bid
167	30	EDR19FM45U Hoffman 7ft Black Relay Rack OR B-LINE # SB5560	102.56	no bid	62.66	100.69	no bid	94.57	no bid
168	1	GLRR1984BA 84x20x14 Relay rack, Black	121.25		obsolete	119.51	no bid	no bid	no bid
		Alt Mfg - Damac - Part# RRA19084-3M		105.00					
169	1	E-DR19FM24U Hoffman 4ft Free Standing Relay Rack 24RU Black	116.50	no bid	71.18	114.40	no bid	107.45	no bid
170	4	E-19SWM12U21 Hoffman 2 foot, Wall Mount, Swing Gate Rack	141.96	no bid	207.50		no bid	146.65	no bid
		E19SWM12U24 - Hoffman				173.49			
171	1	E19SWM32U20 Hoffman 32 RU, 19" Swing-Out wall Mount Rack	no bid	no bid	382.13	no bid	no bid	226.81	no bid
172	1	E-19SWM20U21 Hoffman 3 foot, Wall Mount, Swing Gate Rack	168.46	no bid	276.56		no bid	173.99	no bid
		E19SWM20U24 - Hoffman				205.84			
173	1	E-19SWM25U21 Hoffman 4 foot, Wall Mount, Swing Gate Rack	190.67	no bid	313.56		no bid	196.92	no bid
		E19SWM25U24 - Hoffman				232.95			
174	2	E-SH19S Hoffman 19 inch Shelf	37.70	no bid	24.05	46.07	no bid	38.94	no bid
175	1	10562-001 Chatsworth Earthquake Swivel Bracket for Relay Racks	25.54	no bid	no bid	28.01	no bid	no bid	no bid
176	5	49254-BP1 Leviton Blank Panel 1.75"	19.17	18.00	no bid	19.14	no bid		no bid
		9041 - OCC						4.74	
177	5	49254-BP2 Leviton Blank Panel 3.5"	21.66	20.40	no bid	21.63	no bid		no bid
		9042 - OCC						7.10	
178	5	49254-BP4 Leviton Blank Panel 7.0"	29.98	28.20	no bid	29.93	no bid		no bid
		9044 - OCC						12.78	
179	4	EWMS242225 Hoffman Wall Mt Cab. 24"H x 21"W x 25"D w/Solid Do	408.49	no bid	622.55		no bid	406.51	no bid
		EWMS242425 - Hoffman				432.82			
180	4	EWMS362225 Hoffman Wall Mt Cab. 36"H x 21"W x 25"D w/Solid D	470.46	no bid	717.48		no bid	468.51	no bid
		EWMS362425 - Hoffman				498.82			
181	4	EWMS482225 Hoffman Wall Mt Cabinet 45"H x 21"W x 25"D w/Solid	532.21	no bid	811.93		no bid	529.93	no bid
		EWMS482425 - Hoffman				564.22			
182	1	D-LCASTERS Caster Kit for Hoffman Cabinets	85.61	no bid	51.65	98.93	no bid	83.62	no bid
183	2	NC2178 Hoffman 7ft. Free-standing Equip Cabinet(Solid sides & rear	906.11	no bid	1429.01	993.49	no bid	933.12	no bid
184	2	NCK Caster set for NC rack Hoffman	91.25	no bid	121.95	117.75	no bid	99.54	no bid
185	2	PLM12 Hoffman Levelers for 7ft cabinet (set of 4)	31.73	no bid	20.57	37.36	no bid	31.58	no bid
186	1	3 pc washer splice assembly for Basket Tray (WBT or WIRWMAID)	no bid	incl w/tray	no bid		no bid	0.51	no bid
		Splice Kit / per box				29.87			

HAMILTON COUNTY TELECOMMUNICATIONS OFFICE  
 MISCELLANEOUS VOICE AND DATA MATERIALS - MAY 2014

	ESTIMATED QUANTITY	DESCRIPTION	Accu-Tech	DCO Distribution	Diversified Supply, Inc.	Graybar Electric	Johnston Technologies	Kendall Electric	Shields Electronics
187	1	Support Washer for Basket Tray (WBT or WIREMAID)	0.51	incl w/tray	no bid		no bid	0.44	no bid
		Washer Support / per box				25.97			
188	1	1/4" carriage bolt and Finned nut for Basket Tray (WBT or WIREMAID)	0.17	incl w/tray	no bid	no bid	no bid	incl w/tray	no bid
189	1	1" square splice washer for basket tray (WBT or WIREMAID)	no bid	incl w/tray	no bid	no bid	no bid	incl w/tray	no bid
190	1	1 3/16" square splice washer for basket tray (WBT or WIREMAID)	24.44	incl w/tray	no bid	no bid	no bid	incl w/tray	no bid
191	1	6" L BRKT for basket Tray (WBT or WIREMAID)	3.56	4.50	no bid		no bid	3.59	no bid
		L Bracket 6				4.22			
192	1	12" L BRKT for Basket Tray (WBT or WIREMAID)	4.76	5.35	no bid		no bid	5.25	no bid
		L Bracket 12				6.17			
193	1	6" SHELF BRKT for Basket Tray (WBT or WIREMAID)	3.56	4.35	no bid		no bid	3.31	no bid
		Shelf Support 6				3.90			
194	50	12" SHELF BRKT For Basket Tray (WBT or WIREMAID)	4.76	5.25	no bid		no bid	4.97	no bid
		Shelf Support 12				5.84			
195	50	2"D x 6"W x 10'L Cable Tray (Basket Type) (WBT or WIREMAID)	34.10	42.20	no bid		no bid	26.52	no bid
		WBT 2x6				31.17			
196	200	2"D x 12"W x 10'L Cable Tray (Basket Type) (WBT or WIREMAID)	39.98	44.20	no bid		no bid	35.36	no bid
		WBT 2x12				41.56			
197	2	SMART1500RM2U Tripplite 1500 VA UPS Rack Mount 2 Unit	523.18		no bid	612.48	no bid	576.80	510.00
		Alt Mfg - Minuteman - part # E1500RT2U		515.00					
198	5	5PX1500RT Eaton 1500va UPS LCD	no bid		no bid	697.25	694.61	687.29	635.85
		Alt Mfg - Minuteman - part # E1500RTXL2U		300.00					
199	2	Tripplite BP48V24-2U Rack Mount battery pack	381.99		no bid	442.35	no bid	416.57	368.00
		Alt Mfg - Minuteman - part # EDPB48XL		450.00					
200	10	Eaton - 5PXEBM48RT	no bid		no bid	443.96	442.27	433.15	372.50
		Alt Mfg - Minuteman - part # BP36RTXL		365.00					
201	12	SNMPWEBCARD Tripplite Internal SNMP/WEB Management Acces	181.34		no bid	210.00	no bid	193.37	177.00
		Alt Mfg - Minuteman - part # SNMP-Net Card		169.00					
202	10	Eaton - 103006826	no bid		no bid		no bid	no bid	175.00
		Alt Mfg - Minuteman - part # SNMP-Net Card		169.00					
		Replaced by Network MS				199.29			
203	2	SMART2200RMXL2U 2.2 KVA Rack Mount UPS	797.00		no bid	905.79	no bid	871.82	770.60
		Alt Mfg - Minuteman - part # E2000RTXL2U		750.00					
204	5	Eaton - 5PX2200RT	no bid		no bid	1154.95	1,150.57	1138.67	999.00
		Alt Mfg - Minuteman - part # E2000RTXL2U		750.00					
205	2	SMART2200VS TrippLite 2200va/1600watt Line Interactive UPS Sys	605.00		no bid	704.00	no bid	649.72	595.00
		Alt Mfg - Minuteman - part # E2000RTXL2U		750.00					
206	2	Eaton - 05146635-5591 SAME AS ITEM NUMBER 204	no bid	no bid	no bid		no bid	no bid	no bid
		Replaced by 5PX2200RT				1154.95			

HAMILTON COUNTY TELECOMMUNICATIONS OFFICE  
MISCELLANEOUS VOICE AND DATA MATERIALS - MAY 2014

	ESTIMATED QUANTITY	DESCRIPTION	Accu-Tech	DCO Distribution	Diversified Supply, Inc.	Graybar Electric	Johnston Technologies	Kendall Electric	Shields Electronics
207	2	SMART1000RM1U Tripp-Lite 1000VA Rackmount UPS, 1RU Alt Mfg - Minuteman - part # E1000RTXL2U (2RU)	460.00	420.00	no bid	532.69	no bid	482.87	449.00
208	2	SMART500RT1U Tripplite 500 VA, Rack or Wall Mount 5 Outlet UPS Alt Mfg - Minuteman - part # E750RTXL2U (2RU)	160.09	320.00	no bid	185.39	no bid	174.59	154.50
209	5	Eaton #81701 evolution 650	no bid	no bid	no bid	242.31	no bid	no bid	245.00
210	2	SMART1000RM2U Tripplite 1000 VA UPS Rack Mount Alt Mfg - Minuteman - part # E1000RTXL2U	405.00	420.00	no bid	469.33	no bid	441.99	397.00
211	5	Eaton - 5PX1000RT Alt Mfg - Minuteman - part # E1000RTXL2U	no bid	420.00	no bid	532.97	530.95	525.41	517.39
212	2	SMART3000RM2U Tripplite 3 KVA Rack Mount UPS Alt Mfg - Minuteman - part # E3000RTXL2U	919.00	880.00	no bid	1064.21	no bid	1002.76	895.00
213	2	Eaton - 5PX3000RT2U Alt Mfg - Minuteman - part # E3000RTXL2U	no bid	880.00	no bid	1362.09	1,356.93	1342.54	1199.00
214	2	SMART2600RM2U 2.6 KVA Rack Mount UPS Alt Mfg - Minuteman - part # E3000RTXL2U	875.00	840.00	no bid	1013.76	no bid	927.07	855.00
215	2	TE1200 Tripplite 1200VA Extended Run Time UPS Alt Mfg - Minuteman - part # ETR1000	380.00	149.00	no bid	433.20	no bid	416.57	375.00
216	2	5500-190 Leviton 6 Outlet Rack Mount Surge Protector PD915R - Middle Atlantic	90.00	no bid	no bid	no bid	no bid	92.29	79.95
217	30	Eaton # 103007018-5591 2 post rack mount kit	no bid	no bid	no bid	59.89	59.66	no bid	44.00
218	5	Tripplite - DRS1215	52.84	no bid	no bid	61.87	no bid	60.77	51.75
219	2	SMART2200CRMXL TrippLite UPS Alt Mfg - Minuteman - part # E2000RTXL2U	987.00	750.00	no bid	1155.73	no bid	1046.41	963.00
220	2	UPSWM Tripplite Wall Mount Bracket for TE1200 UPS	97.86	no bid	no bid	113.33	no bid	93.92	96.00
221	2	STRIKER Tripplite Surge Protection Strip Alt Mfg - Minuteman - part # MMS370	12.29	12.00	no bid	14.40	no bid	14.92	12.00
222	24	Tripplite PS7224 Power Strip Alt Mfg - Minuteman - part # MMPD2415V62	51.02	62.00	no bid	59.73	no bid	80.66	49.75
223	100	SCMKC security camera mounting kit T-Grid CADDY	8.32	8.00	9.51	8.24	no bid	7.99	no bid
224	20	SCMKT Caddy Kit, camera mount, dome	18.69	18.00	21.36	18.52	no bid	17.94	no bid
225	100	FLC430 Dome Camera cam-light kit Arlington	7.36	no bid	no bid	8.21	no bid	7.18	no bid
226	2	PolyCom SoundStation N2 EX Conference Phone w/o Ext Mics 2200- PolyCom SoundStation N2 EX Expansion Microphone ( includes 2) Part # 2200-16155-001	481.85	no bid	no bid	no bid	no bid	no bid	no bid
227	2	GN9125 ST Headset (replaces GN9120)	225.00	no bid	no bid		no bid	no bid	no bid
		9125-30-15 - GN Netcom				218.11			
229	2	GN8000 GN Netcom Multi-purpose Amplifier 850-09 - GN Netcon	no bid	no bid	no bid		no bid	no bid	no bid
						83.78			
230	2	8800-01-01 GN Netcom Quick Disconnect Cord	20.00	no bid	no bid	10.77	no bid	no bid	no bid

HAMILTON COUNTY TELECOMMUNICATIONS OFFICE  
MISCELLANEOUS VOICE AND DATA MATERIALS - MAY 2014

	ESTIMATED QUANTITY	DESCRIPTION	Accu-Tech	DCO Distribution	Diversified Supply, Inc.	Graybar Electric	Johnston Technologies	Kendall Electric	Shields Electronics
231	2	GN1000 Jabra Remote Handset Lifter	no bid	no bid	no bid		no bid	no bid	no bid
		01-0369 GN Netcon				52.00			
232	2	912530 GN Netcom Wireless Headset	218.76	no bid	no bid		no bid	no bid	no bid
		9125-30-15 - GN Netcon				218.11			
233	2	Portasystems #506	24.57	28.65	no bid	29.51	no bid	33.42	no bid
234	2	Portasystems #512	31.41	36.70	no bid	37.80	no bid	42.82	no bid
235	2	Portasystems 25025-66-M66C	150.83	164.55	no bid	169.57	no bid	187.40	no bid
236	2	Portasystems 525GT	125.98	142.20	no bid	146.52	no bid	161.88	no bid
237	2	Portasystems 25050-66-M66C	203.88	222.45	no bid	229.21	no bid	253.31	no bid
238	2	Portasystems 25100-66-M66C	302.78	330.35	no bid	340.40	no bid	376.13	no bid
239	2	Circa Telecom 3B1E Standard Gas Protector Modules Black	1.85	2.25	no bid	2.09	no bid	1.93	no bid
240	2	Portasystems 175BCXN-400	1.78		no bid		no bid	2.15	no bid
		Replacement part # 175-3C1EW-NL		1.75		1.89			
241	2	Circa Telecom C3B3S-30 Low Voltage Protector Module Red	8.95	no bid	no bid		no bid	8.01	no bid
		4133S-75 Red				3.66			
242	2	Portasystems LVP27	6.45	7.05	no bid	7.26	no bid	8.23	no bid
243	2	Circa Telecom C4B3S-75 Solid State Protector Module Red (for digit	4.03	no bid	no bid		no bid	3.87	no bid
		Replacemet part #4B3S-75 Red				3.66			
244	2	Portasystems 113SCN-75 OR 115SCN-75	2.75	2.80	no bid		no bid	2.93	no bid
		Replcement part #1156C1S75-N				2.87			
245	2	Porta/Circa 110/110 5 pin only	no bid	no bid	no bid	no bid	no bid	no bid	no bid
246	2	Porta 6pr 110/110 - 1506	26.82	31.25	no bid	no bid	no bid	36.52	no bid
247	50	3M 4462-SN Sheild Connector for OSP Cable (bullet bond)	0.86	1.25	no bid	1.17	no bid	0.92	no bid
248	2	CAT5-LAN Itw Linx Surge Protector for Outside Plant Cat. 5 Cable	56.99		no bid	68.89	no bid	74.59	no bid
		Porta Systems / Tii Part # 505E4-18		Note 7 - 50.00					
249	20	# 2532 CHAN 2 way digital splitter	1.30	no bid	no bid		no bid	4.24	2.90
		CT3102 - Allentel				3.64			
250	20	3-Way Splitter Ideal 85-033	7.80	no bid	5.92		no bid	5.66	no bid
		CT3103 - Allentel				4.85			
251	20	4-Way Splitter Ideal 35-034	8.80	no bid	15.60		no bid	6.11	no bid
		CT3104 - Allentel				5.25			
252	20	#2534 CHAN 4 way digital splitter	2.35	no bid	no bid		no bid	6.11	3.99
		CT3102 - Allentel				5.25			
253	25	UTA-1 Wheelock Universal Ringer	110.00	no bid	no bid	107.96	no bid	no bid	122.50
254	5	Medallion 320041TP227E Single Line CID enhanced black	no bid	no bid	no bid	no bid	no bid	no bid	no bid
255	5	Medallion 322041TP227E Cortelco 2 Line Feature Phone w/Caller ID	no bid	no bid	no bid	83.08	no bid	no bid	no bid

HAMILTON COUNTY TELECOMMUNICATIONS OFFICE  
 MISCELLANEOUS VOICE AND DATA MATERIALS - MAY 2014

	ESTIMATED QUANTITY	DESCRIPTION	Accu-Tech	DCO Distribution	Diversified Supply, Inc.	Graybar Electric	Johnston Technologies	Kendall Electric	Shields Electronics
256	20	Cortelco 2500 00 VBA 20M Single Line Desk Set Black	no bid	no bid	no bid	34.96	no bid	no bid	no bid
257	5	Cortelco 250047VBANDL Red Desk Phone w/o Dialpad	no bid	no bid	no bid	49.67	no bid	no bid	no bid
258	5	Cortelco 890020-047 Red Wall Phone w/o Dial Pad	no bid	no bid	no bid	no bid	no bid	no bid	no bid
259	5	Cortelco 2500 44 VBA 20M Single Line Desk Set Ash	no bid	no bid	no bid	33.90	no bid	no bid	no bid
260	5	Cortelco 2500 47 VBA 20M ITT 2500 Desk Set Red	no bid	no bid	no bid	35.67	no bid	no bid	no bid
261	5	Cortelco 2554 00 VBA 20M Single Line Wall Phone Black	no bid	no bid	no bid	34.60	no bid	no bid	no bid
262	5	Cortelco 2554 44 VBA 20M Single Line Wall Phone Ash	no bid	no bid	no bid	33.53	no bid	no bid	no bid
263	5	Cortelco 2554 47 VBA 20M Single Line Wall Phone Red	no bid	no bid	no bid	35.31	no bid	no bid	no bid
264	50	Plantronics (Walker) W3-500M-00 Single Line Handset Black	32.00	no bid	no bid	24.85	no bid	no bid	no bid
265	5	Plantronics (Walker) W3-500M-44 Single Line Handset Ash	32.00	no bid	no bid	30.90	no bid	no bid	no bid
266	2	W10-00 Plantronics In-Line Handset Amplifier	25.00	no bid	no bid	23.51	no bid	no bid	no bid
267	100	Firestop GROMMET RFG-1 SPTI	2.00	19.10	13.25	20.62	no bid	1.93	20.40
268	500	THHN-12-STR-GRN-500S Copper Ground Wire #12 Str Green Jac	0.24	no bid	0.107	no bid	no bid	no bid	no bid
269	500	THHN-6-STR-GREEN -500 REEL #6 Stranded Copper Ground Wire	0.84	no bid	0.40	no bid	no bid	no bid	no bid
270	24	SSS100 STI Inc. Sealant 10 oz. Tube	9.74	10.40	no bid	7.32	no bid	8.54	10.52
271	100	SSB24 STI Inc. Firestop Pillow 2 x 4 x 9	8.98	9.00	12.10	9.19	no bid	9.05	8.67
272	100	SSB26 Specified Technologies Intumescent Firestop Pillows 2" x 6"	10.25	10.50	16.10	10.74	no bid	10.57	10.12
273	50	EZD22 STI EasyPath Firestop Penetration Small	48.81	51.90	Note 5 - 14.95	53.03	no bid	57.35	50.02
274	50	EZD33FWS Easy Path STI	89.70	95.40	no bid	97.47	no bid	84.51	100.70
275	5	SSP100 STI Inc. Firestop Putty 36 CU. IN. Tube	21.40	22.85	no bid	23.36	no bid	22.99	22.00
276	36	FS100 STI Firestop Products 1" Sleeve	19.01	20.20	no bid	20.67	no bid	20.35	19.49
277	36	FS200 STI Firestop Products 2" Sleeve	25.04	25.65	no bid	27.22	no bid	26.81	25.67
278	5	EZD44 STI EasyPath Firestop Penetration Large	190.00	190.85	no bid		no bid	191.93	193.00
		Replacement part #EZD44S				194.93			
279	5	RGS134-1 Panduit Rack Grounding Strip	79.00	no bid	86.12		no bid	69.58	no bid
		Replacement part #RGS134-1Y				74.10			
280	5	RGCBNJ660P Panduit CBN to Rack Jumper Kit	41.55	no bid	42.45	45.56	no bid	36.44	no bid
281	5	RGEJ1024PH Panduit 10AWG Jumper 45 deg. to Straight	31.80	no bid	32.50		no bid	27.91	no bid
		Replacement part #RGEJ1024PHY				31.72			
282	5	RGEJ1024PF Panduit 10Awg Jumper 90 deg. to Straight	32.25	no bid	32.50		no bid	27.91	no bid
		Replacement part #RGEJ1024PFY				31.72			
283	5	GB2B03O4TPI-1 Panduit TGB 1/4 x 2 x 10	75.00	no bid	46.03	44.91	no bid	34.28	no bid
284	100	LCC6-14JAW-L Panduit 2 Hole Lug Straight 6awg	8.00	no bid	4.07	4.42	no bid	4.23	no bid
285	100	LCC6-14JAWH-L Panduit 2 Hole Lug 45 deg. 6Awg.	13.00	no bid	6.25	8.15	no bid	5.86	no bid
286	10	Kwikwire Clamp Copper B-Line # BKC200	4.31	no bid	no bid	5.35	no bid	437.35	no bid

HAMILTON COUNTY TELECOMMUNICATIONS OFFICE  
 MISCELLANEOUS VOICE AND DATA MATERIALS - MAY 2014

	ESTIMATED QUANTITY	DESCRIPTION	Accu-Tech	DCO Distribution	Diversified Supply, Inc.	Graybar Electric	Johnston Technologies	Kendall Electric	Shields Electronics
287	10	Kwikwire Wire Rope # BKW188	112.73	no bid	no bid	177.00	no bid	114.13	no bid
288	10	Kwikwire Kit #BKP20188	360.45	no bid	no bid	521.00	no bid	336.91	no bid
289	10	Kwikwire cable assembly KIT # BKYH18-094-120K	5.23	no bid	no bid	8.22	no bid	5.30	no bid
290	10	Caddy Speed link # SLD15L1 (1 meter rope)	3.77	3.60	no bid	4.72	no bid	no bid	no bid
291	10	Caddy Speed Link # SLD15L1TP hooks	9.02	8.60	no bid	8.94	no bid	no bid	no bid
292	10	Caddy Speed Link Clamp rod Lock # CRLB37EG	2.94	2.80	no bid	2.87	no bid	2.83	no bid
293	10	Caddy Speed Link NUT Rod Lock # CRLS37EG	2.67	2.55	no bid	2.61	no bid	2.57	no bid
294	24	IC 522595 Intellinet 16 Port 10/100 Switch	39.00	36.00	no bid	no bid	no bid	no bid	35.66
295	24	IC 523318 Intellinet 8 Port 10/100 Switch	25.00	20.00	no bid	no bid	no bid	no bid	18.29
296	24	IC 519120 Intellinet 10/100BaseTX to 100BaseFX Switching Media C	no bid		no bid	no bid	no bid	no bid	33.50
		Replacement part # 506502 - SC fiber		37.00					
297	2	Manhattan PC TV Convertor # 150095	no bid	no bid	no bid	no bid	no bid	no bid	35.01
298	5	Audio/Video Selector # AV413YC	49.00	no bid	no bid	no bid	no bid	no bid	19.90
299	5	Quicktron Audio/Video RF modulator # 2215-41164-001	21.36	no bid	no bid	no bid	no bid	no bid	23.78
300	50	Leviton SRJ6R-10 UTP patch cord with secure housing	12.00	13.50	no bid	13.79	no bid		no bid
		Quiktron #LAPC6AU-MK-AB1002						14.86	
301	24	Leviton SRJPN-00R Secure RJ port Block (packs of 12)	28.10	27.50	no bid		no bid		no bid
		Quiktron #LA6A08						7.78	
		SRJPB-00R				28.11			
302	6	Leviton SRJET-OOR Secure Extraction Tool	2.24	2.30	no bid	2.34	no bid	no bid	no bid
303	5	5LDCL-M01 50 Micron Laser Optimized Duplex Jumper 1m	6.90	10.25	no bid	10.69	no bid		no bid
		Quiktron #852-L42-003						7.96	
304	5	5LDCL-M03 50 Micron Laser Optimized Duplex Jumper 3m	11.47	12.15	no bid	12.64	no bid		no bid
		Quiktron #852-L42-009						10.19	
305	5	5LDCL-M05 50 Micron Laser Optimized Duplex Jumper 5m	no bid	13.40	no bid	13.96	no bid		no bid
		Quiktron #852-L42-017						12.43	
306	250	#1079 - OCC Direct Connect Plugs	no bid	no bid	no bid	no bid	no bid	6.58	no bid

HAMILTON COUNTY TELECOMMUNICATIONS OFFICE  
 MISCELLANEOUS VOICE AND DATA MATERIALS - MAY 2014

ESTIMATED QUANTITY	DESCRIPTION	Accu-Tech	DCO Distribution	Diversified Supply, Inc.	Graybar Electric	Johnston Technologies	Kendall Electric	Shields Electronics
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- NOTES:**
1. Received bids from Synergy Telecom Inc., KGP Telecommunications Inc., and Resource 1 Telecom, but they did not meet bid specs
  2. Some vendors quoted different manufacturers and they were not accepted because of our Leviton warranty.
  3. CSC does not meet bid requirements for delivery time to Hamilton County facility.
  4. Items 198-202, 203, 204, 207, 211-215; DCO bid alternate that will be acceptable for some applications.
  5. Item 273 - Bid from Diversified Supply is incorrect and they cannot honor bid price.
  6. Item 112 our tool will not work with the AllenTel product
  7. Item 248 - not comparable to requested item

Request For Bids:
Newspaper Ad: 5-19-2014
Vendor Notifications: 519
Vendor Response: 11
Budgeted: Various Budgets



# Hamilton County Board of Commissioners RESOLUTION

No. 714-6

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTRACT IN THE AMOUNT OF \$60,000 WITH THE CITY OF CHATTANOOGA FOR THE HAMILTON COUNTY COURTS COMMUNITY SERVICE PROGRAM WITH A TERM BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2015

WHEREAS, the Hamilton County Courts Community Service Program contracts with the State to provide litter and trash collection as alternative to incarceration for selected offenders; and,

WHEREAS, the City of Chattanooga desires said services within the City and for special events when needed; and

WHEREAS, the City will provide a vehicle and collection materials; and,

WHEREAS, the City will reimburse the County \$60,000 for the program's services; and

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

The County Mayor is hereby authorized to sign a contract, a copy of which is available on request, in the amount of \$60,000 with the City of Chattanooga for the Hamilton County Courts Community Service Program with a contract term beginning July 1, 2014 and ending June 30, 2015.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

July 2, 2014

\_\_\_\_\_  
Date

## A G R E E M E N T

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between **HAMILTON COUNTY**, hereinafter referred to as **“County”**, and **THE CITY OF CHATTANOOGA**, hereinafter referred to as **“City”**.

**WHEREAS**, the Courts Community Service Program for the County utilizes certain offenders to perform certain tasks and projects within the County; and,

**WHEREAS**, The City has requested that some of these offenders be available to the City to be used to perform certain projects for the City under the direction of the Manager of the Courts Community Service Program; and,

**WHEREAS**, it is beneficial to both the City and the County for these offenders from the Courts Community Service Program to be available to the City.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS AND THE PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

### I.

The City, through its appropriate employee, may request from the Courts Community Service Program that offenders be allowed to work on City projects. The decision of whether or not to allow the offenders to perform the projects as requested is in the sole discretion of the Courts Community Service Program. If the Manager of the Courts Community Service Program feels the request is appropriate, he/she will authorize the work to be done. All services provided herein will be as prescribed by the Courts Community Service Program.

### II.

The City shall pay the County Sixty Thousand Dollars {\$60,000.00} annually at the rate of Five Thousand Dollars {\$5,000.00} per month for twelve months to offset County expenses under this Agreement. The City shall also provide the following: [1] a vehicle (van) for the transportation of the offenders; [2] all project materials (including but not limited to trash bags, signs, vests, small tools and equipment as needed for the offenders); and [3] vehicular insurance or coverage through its self-insurance to cover all damages occurring to the City's vehicle while in

use under this agreement, and provide all fuel, oil, and any other vehicular maintenance necessary to fulfill the terms of this Agreement. The City shall be responsible for all damages, maintenance, and repairs to their vehicle occurring while in use under the terms of this Agreement from whatever source.

The County shall hire one supervisor/driver to transport offenders and shall pay his/her annual salary, including fringe benefits. The County will also be responsible for all administrative paperwork, court appearances, monthly reports and daily attendance records.

### **III.**

The City of Chattanooga agrees to save, hold harmless and indemnify Hamilton County, Tennessee, and its agents and employees from any actions, claims or damages resulting from the negligence or intentional acts of any City employee and/or agents of the City of Chattanooga to the full extent of any liability of the City of Chattanooga pursuant to the Tennessee Governmental Tort Liability Act and pursuant to the provisions of 42 U.S.C. SS1982, 1983, 1985 or 1988, to the extent applicable. Hamilton County further agrees to hold harmless and indemnify the City of Chattanooga, its agents and its employees from any actions, claims or damages resulting from the negligence or intentional acts of any employees and/or agents of Hamilton County to the full extent of any liability pursuant to the Tennessee Governmental Tort Liability Act and pursuant to 42 U.S.C. SS1982, 1983, 1985 and 1988, to the extent applicable. These mutual indemnification provisions shall be specifically applicable to any costs, losses or claims, including attorney fees and adjustment expenses which occur or arise out of the use of offenders from the Courts Community Service Program on City projects.

### **IV.**

All persons used to fulfill the provision of this Agreement shall be hired and supervised by Hamilton County. All persons used to supervise these offenders shall be Hamilton County employees.

**V.**

This Agreement shall commence July 1, 2014 and expire on June 30, 2015, unless terminated earlier by agreement of the parties.

**VI.**

This Agreement may be terminated by written agreement by either party by giving 30 days written notice to:

Hamilton County:

Honorable Jim Coppinger  
County Mayor  
201 Courthouse  
Chattanooga, Tennessee 37402

With a Copy to:

County Attorney's Office  
111 Courthouse  
Chattanooga, Tennessee 37402

City of Chattanooga:

Honorable Andy Berke  
Mayor of Chattanooga  
City Hall  
Chattanooga, Tennessee 37402

With a Copy to:

City Attorney's Office  
400 Pioneer Bank Building  
Chattanooga, Tennessee 37402

This Agreement contains the entire Agreement between the parties. No alterations, modifications or changes shall be valid except as agreed to by written consent of both parties.

**CITY OF CHATTANOOGA**



Andy Berke, Mayor of Chattanooga

\_\_\_\_\_  
Attest

**FOR HAMILTON COUNTY:**

\_\_\_\_\_  
Jim Coppinger, County Mayor

\_\_\_\_\_  
Attest



# Hamilton County Board of Commissioners RESOLUTION

No. 714-7

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTRACT IN THE AMOUNT OF \$185,230.75 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE HAMILTON COUNTY COURTS COMMUNITY SERVICE PROGRAM WITH A CONTRACT PERIOD BEGINNING JULY 01, 2014 AND ENDING JUNE 30, 2015

WHEREAS, the Hamilton County Courts Community Services Program contract with TDOT provides litter and trash collection on right-of-ways of area state highways; and,

WHEREAS, the program provides a valuable alternative to incarceration; and,

WHEREAS, no match is required for this agreement;

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

The County Mayor is hereby authorized to sign a contract, a copy of which is available on request, in the amount of \$185,230.75 with the Tennessee Department of Transportation for the Hamilton County Courts Community Service Program with a contract period beginning July 01,2014 and ending June 30, 2015.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

July 2, 2014

\_\_\_\_\_  
Date

GUIDELINES COVERING MAINTENANCE  
OF STATE HIGHWAYS THROUGH A COUNTY

The following items where applicable are eligible for reimbursement by the Department to the Agency under the Standard Maintenance Agreement:

<b>Activity</b>	<b>Maintenance Work Type</b>	<b>Unit Of Measure</b>
441	Litter Removal	Pass Miles

Litter Removal Work shall consist of removal of litter from the entire highway rights-of-way where accessible (fence to fence where applicable), including shoulders and excluding the travel lanes on interstate and state routes as detailed below.

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE  
OF STATE HIGHWAYS THROUGH A COUNTY

The following Table itemizes the eligible length of litter removal in linear miles which will be maintained by the Agency under the terms of this contract. The Department agrees to reimburse said Agency in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

**Calculated Maximum Reimbursement (Litter): \$ 185,230.75**

Litter Inventory Worksheet										
Route Number	Roadway Type	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Litter Pass Miles Per Segment	Segment Total Litter (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter (\$)
I0024	2A	0.000	6.640	6.640	3	19.92	\$ 15.00	52	1035.840	\$ 15,537.60
I0024	2B	6.640	10.770	4.130	2	8.26	\$ 15.00	52	429.520	\$ 6,442.80
I0024	2A	10.770	11.060	0.290	3	0.87	\$ 15.00	52	45.240	\$ 678.60
I0024	2B	11.060	13.900	2.840	2	5.68	\$ 15.00	52	295.360	\$ 4,430.40
I0024	2A	13.900	14.710	0.810	3	2.43	\$ 15.00	52	126.360	\$ 1,895.40
I0075	2B	0.000	1.000	1.000	2	2	\$ 15.00	52	104.000	\$ 1,560.00
I0075	2A	1.000	1.760	0.760	3	2.28	\$ 15.00	52	118.560	\$ 1,778.40
I0075	2B	1.760	12.320	10.560	2	21.12	\$ 15.00	52	1098.240	\$ 16,473.60
I0075	2A	12.320	14.490	2.170	3	6.51	\$ 15.00	26	169.260	\$ 2,538.90
I0075	2B	14.490	15.630	1.140	2	2.28	\$ 15.00	26	59.280	\$ 889.20
I124	2A	0.000	0.500	0.500	3	1.5	\$ 15.00	52	78.000	\$ 1,170.00
I124	2B	0.500	1.950	1.450	2	2.9	\$ 15.00	52	150.800	\$ 2,262.00
SR029	2B	0.000	2.510	2.510	2	5.02	\$ 15.00	52	261.040	\$ 3,915.60
SR029	2A	2.510	11.060	8.550	3	25.65	\$ 15.00	52	1333.800	\$ 20,007.00
SR029	2A	11.060	19.590	8.530	3	25.59	\$ 15.00	26	665.340	\$ 9,980.10
SR029	2B	19.590	20.720	1.130	2	2.26	\$ 15.00	26	58.760	\$ 881.40
SR029	2A	20.720	25.560	4.840	3	14.52	\$ 15.00	26	377.520	\$ 5,662.80
SR029	2B	25.560	30.180	4.620	2	9.24	\$ 15.00	26	240.240	\$ 3,603.60
SR029	2A	30.180	30.840	0.660	3	1.98	\$ 15.00	26	51.480	\$ 772.20
SR153	2A	0.000	0.660	0.660	3	1.98	\$ 15.00	52	102.960	\$ 1,544.40
SR153	2B	0.660	7.590	6.930	2	13.86	\$ 15.00	52	720.720	\$ 10,810.80

SR153	2A	7.590	8.010	0.420	3	1.26	\$ 15.00	52	65.520	\$ 982.80
SR153	2B	8.010	11.660	3.650	2	7.3	\$ 15.00	52	379.600	\$ 5,694.00
SR153	2A	11.660	12.620	0.960	3	2.88	\$ 15.00	52	149.760	\$ 2,246.40
SR153	2B	12.620	12.870	0.250	2	0.5	\$ 15.00	52	26.000	\$ 390.00
SR058	2A	7.012	8.550	1.538	3	4.614	\$ 12.50	52	239.928	\$ 2,999.10
SR058	2B	8.550	10.590	2.040	2	4.08	\$ 12.50	52	212.160	\$ 2,652.00
SR058	2A	10.590	17.240	6.650	3	19.95	\$ 12.50	52	1037.400	\$ 12,967.50
SR058	2B	17.240	26.190	8.950	2	17.9	\$ 12.50	52	930.800	\$ 11,635.00
SR319	2B	8.155	21.290	13.135	2	26.27	\$ 12.50	26	683.020	\$ 8,537.75
SR111	2B	0.000	3.460	3.460	2	6.92	\$ 15.00	12	83.040	\$ 1,245.60
SR111	2A	3.460	7.350	3.890	3	11.67	\$ 15.00	12	140.040	\$ 2,100.60
SR002	2A	21.140	21.540	0.400	3	1.2	\$ 12.50	26	31.200	\$ 390.00
SR002	2B	21.540	24.420	2.880	2	5.76	\$ 12.50	26	149.760	\$ 1,872.00
SR008	2B	15.781	23.170	7.389	2	14.778	\$ 12.50	12	177.336	\$ 2,216.70
SR027	2B	0.000	1.967	1.967	2	3.934	\$ 12.50	12	47.208	\$ 590.10
SR060	2B	0.000	1.600	1.600	2	3.2	\$ 12.50	26	83.200	\$ 1,040.00
SR148	2B	0.000	1.409	1.409	2	2.818	\$ 12.50	12	33.816	\$ 422.70
SR312	2B	0.000	16.421	16.421	2	32.842	\$ 12.50	12	394.104	\$ 4,926.30
SR317	2B	5.460	15.760	10.300	2	20.6	\$ 12.50	26	535.600	\$ 6,695.00
SR320	2B	5.072	7.290	2.218	2	4.436	\$ 12.50	12	53.232	\$ 665.40
SR321	2B	0.000	7.090	7.090	2	14.18	\$ 12.50	12	170.160	\$ 2,127.00
<b>Total Contract Litter (mi.):</b>									<b>13145.204</b>	<b>\$ 185,230.75</b>

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
COUNTY OF HAMILTON**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "Department" and County of Hamilton, hereinafter referred to as the "Agency" is for the provision of a special agreement for litter removal, as further defined in the "SCOPE OF SERVICES."

Contract #: CMA 1572

**A. SCOPE OF SERVICES:**

- A.1. The Agency shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.3. Tenn. Code Ann. § 54-5-139 provides that the Department may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.4. The Department is hereby contracting with the Agency for the improvements and maintenance specified in Attachment, "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through a County," attached and incorporated hereto as part of this Contract.

**B. CONTRACT PERIOD:**

This Contract shall be effective for the period beginning July 1, 2014, and ending on June 30, 2015. The Agency hereby acknowledges and affirms that the Department shall have no obligation for services rendered by the Agency which were not performed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the Department under this Contract exceed ONE HUNDRED, EIGHTY-FIVE THOUSAND, TWO HUNDRED, THRITY, DOLLARS AND SEVENTY-FIVE CENTS (\$185,230.75). The payment rates in Section C.3 shall constitute the entire compensation due the Agency for all service and Agency obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Agency.

The Agency is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the Department. The maximum liability represents available funds for payment to the Agency and does not guarantee payment of any such funds to the Agency under this Contract unless the Department requests work and the Agency performs said work. In which case, the Agency shall be paid in accordance with the payment rates detailed in Section C.3. The Department is under no obligation to request work from the Agency in any specific dollar amounts or to request any work at all from the Agency during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the Department under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Agency shall be compensated based on the payment rates herein for units of service authorized by the Department in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- a. The Agency's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
  - b. The Agency shall be compensated for said units, milestones, or increments of service based upon the payment rates provided in Attachments "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through a County," attached and incorporated hereto as part of this Contract.
- C.4. Travel Compensation. The Agency shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Agency shall invoice the Department only for completed increments of service and for the amount stipulated in Section C.3, above, and present said sworn invoices within the time specified in Section C.6 below and no more often than monthly, with all necessary supporting documentation, to:

Christopher Smith  
 District Operations Supervisor  
 State of Tennessee Department of Transportation  
 P.O. Box 22368  
 Chattanooga, TN 37422-2368

- a. Each invoice shall clearly and accurately detail at a minimum all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice Number (assigned by the Agency);
  - (2) Invoice Date;
  - (3) Contract Number (assigned by the Department);
  - (4) Customer Account Name: Tennessee Department of Transportation, Maintenance Division;
  - (5) Customer Account Number (assigned by the Agency to the above-referenced Customer);
  - (6) Agency Name;
  - (7) Agency Tennessee Edison Registration ID Number;
  - (8) Agency Contact for Invoice Questions (name, phone, and/or fax);
  - (9) Agency Remittance Address;
  - (10) Description of Delivered Service that shall detail the work performed by activity, including the quantified units of measure as identified in the Attachments, and work location that corresponds to the request for reimbursement of each activity submitted;
  - (11) Complete Itemization of Charges, which shall detail the following:
    - i. Service or Milestone Description (including name & title as applicable) of each service invoiced,
    - ii. Number of Completed Units of Measure as applicable for each service invoiced, as provided in Exhibit A,
    - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced,
    - iv. Amount Due by Service, and
    - v. Total Amount Due for the invoice period; and
  - (12) Any further information requested by the Department.

- b. The Agency understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and Exhibit A, and in accordance with payment terms and conditions set forth in Contract Section C;
  - (2) only be submitted for completed service and shall not include any charge for future work;
  - (3) not include sales tax or shipping charges; and
  - (4) initiate the timeframe for payment only when the Department is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6. Timely Invoice. The amount(s) per compensable increment (detailed in Section C.3) shall be contingent upon the Department's receipt of an invoice (as required in Section C.5.) for said service(s) within sixty (60) days after the end of the calendar month in which the service(s) were rendered. At the sole discretion of the Department, the amount per compensable increment of any service for which the Department receives an invoice later than prescribed herein shall be subject to a reduction in amount of up to 100%. In the case of an untimely invoice, before any payment will be considered by the Department, the Agency must submit a written request regarding the untimely invoice, which shall detail the reason the invoice is untimely as well as the Agency's plan for submitting all future invoices no later than prescribed herein, and it must be signed by an individual empowered to bind the Agency to this Contract.

C.7. Payment of Invoice. A payment by the Department shall not prejudice the Department's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the Department shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.8. Invoice Reductions. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.9. Deductions. The Department reserves the right to deduct from amounts, which are or shall become due and payable to the Agency under this or any contract between the Agency and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Agency.

C.10. Prerequisite Documentation. The Agency shall not invoice the Department under this Contract until the Department has received the following documentation properly completed.

- a. The Agency shall complete, sign, and present to the Department an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Department. By doing so, the Agency acknowledges and agrees that, once said form is received by the Department, all payments to the Agency, under this or any other contract the Agency has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Agency shall complete, sign, and present to the Department a "Substitute W-9 Form" provided by the Department. The taxpayer identification number detailed by said form must agree with the Agency's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

**D. STANDARD TERMS AND CONDITIONS:**

D.1. Required Approvals. The Department is not bound by this Contract until it is signed by the contract parties.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract

and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations.

- D.3. Termination for Convenience. The Department may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. Upon such termination, the Agency shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Agency fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Agency violates any terms of this Contract, the Department shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Contract by the Agency.
- D.5. Subcontracting. The Agency shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Department. If such subcontracts are approved by the Department, each shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest," "Nondiscrimination," "Records," "Monitoring," and "State and Federal Requirements," (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Agency shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Agency warrants that no part of the total 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 Agency in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Agency 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 Contract or in the employment practices of the Agency 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 Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Agency shall maintain documentation for all charges under this Contract. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Agency's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Department, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Agency shall submit brief, periodic, progress reports to the Department as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or

provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Agency, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the Department beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.13. Department Liability. The Department shall have no liability except as specifically provided in this Contract. The Department does not assume any liability for damages caused to persons or property by reason of the Agency performance of this Contract, The Department assumes no liability for injury to any person or employees of the Agency performing work under this Contract.
- D.14. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.15. State and Federal Compliance. The Agency shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency 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 Contract. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this 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 Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made

by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The Department:

Christopher Smith  
District Operations Supervisor  
State of Tennessee Department of Transportation  
P.O. Box 22368  
Chattanooga, TN 37422-2368  
Christopher.Smith@tn.gov  
Telephone # 423 510 1254  
FAX # 423 510 1155

The Agency:

Greg Gregory  
Program Manager  
County of Hamilton  
6215 Dayton Blvd.  
Chattanooga, TN 37343  
GregG@hamiltontn.gov  
Telephone # 423 847 4845  
FAX # 423 847 4844

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State of Tennessee and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Contract upon written notice to the Agency. Said termination shall not be deemed a breach of Contract by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Contract. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Agency shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the Department. Particularly, the Agency shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.
- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the Department.

IN WITNESS WHEREOF,  
COUNTY OF HAMILTON:

---

AGENCY SIGNATURE

DATE

---

PRINTED NAME AND TITLE OF AGENCY SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

---

AGENCY ATTORNEY SIGNATURE

DATE

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

---

JOHN SCHROER, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

---

DEPARTMENT GENERAL COUNSEL



## Hamilton County Board of Commissioners RESOLUTION

No. 714-8

A RESOLUTION TO DECLARE THE FORMER ARMY RESERVE CENTER PROPERTY LOCATED ON EAST 23<sup>RD</sup> STREET AND JOINTLY-OWNED BY HAMILTON COUNTY AND THE CITY OF CHATTANOOGA AS SURPLUS, TO ACCEPT A PROPOSAL FROM ROCKY TOP ENTERPRISES LLC, AND TO AUTHORIZE THE COUNTY MAYOR TO NEGOTIATE A REAL ESTATE PURCHASE AGREEMENT FOR THE SALE PRICE OF \$157,348.

WHEREAS, Hamilton County (County) and the City of Chattanooga (City) jointly-own property formerly known as the 23<sup>rd</sup> Street Army Reserve Center located at 2021 and 2029 East 23<sup>rd</sup> Street, identified as State Tax Map No. 156G-B-014, and consisting of 4.6 acres, more or less; and,

WHEREAS, on June 30, 2012, the ground lease between the City, County, and federal government expired and the property was returned to the City and County and has remained vacant since that time; and,

WHEREAS, it has been determined that neither the City or County has a current or future use for said property; and,

WHEREAS, the City issued a Request for Proposals March 2013 and December 2013; and,

WHEREAS, Rocky Top Enterprises, LLC has submitted the only proposal for the reuse and purchase of said property (\$157,348), as shown in the attached proposal summary; and,

WHEREAS, acceptance of said proposal and sale of property is in the best interest of the citizens of Hamilton County.

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

That the former Army Reserve Center property jointly-owned by Hamilton County and the City of Chattanooga be declared surplus, to accept the proposal submitted by Rocky Top Enterprises, LLC, and to authorize the County Mayor to negotiate, enter into and execute a real estate purchase agreement for the sale price of \$157,348 plus costs of closing, and to sign all documents necessary to convey said property.

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

July 2, 2014

\_\_\_\_\_

Date

# **ROCKY TOP ENTERPRISES, LLC**

## **Proposal Summary**

**June 5, 2014**

**FORMER US ARMY RESERVE CENTER PROPERTY** (City/County owned)  
2021 & 2029 East Twenty-third Street; (buildings/4.6 acres)

**REQUEST FOR PROPOSALS**—City of Chattanooga (issued 12.29.13 thru 1.09.14)  
(March, 2013)

**PROPOSALS RECEIVED (1):** Rocky Top Enterprises, LLC \$157,348.00 (offer-purchase price)

**PROPOSED USE:** Final stage manufacturing of truck bodies and vehicles, storage of truck bodies and vehicles, truck equipment and chassis, repair and servicing of truck bodies, equipment and chassis

**CAPITAL INVESTMENT:** \$100,000 TO \$150,000

**IMPROVEMENTS AND OPERATIONS:** Within 45 days of closing a real estate purchase agreement

**EMPLOYEES:** 3-5 at startup, projected 15-25 within 5 years

### **SALARY INFORMATION:**

Managers, \$750.00 weekly plus bonus, percentage of profits

Service Personnel: \$15.00 to 18.00 per hour

Parts: \$500.00 weekly plus percentage of profits or sales



# Hamilton County Board of Commissioners RESOLUTION

No. 714-9

**A RESOLUTION TO APPROVE ARCHITECTURAL FIRMS FOR THE DESIGN OF ONE NEW SCHOOL AND THREE ADDITIONS TO EXISTING SCHOOLS.**

**WHEREAS, Resolution 504-17 was approved by this Legislative Body, on May 5, 2004, for the selection of architects relative to the construction of school facilities and, in accordance with the adopted procedures, the County Mayor recommends the firms listed below; and,**

**WHEREAS, a contract and design fee will be approved by the Hamilton County Commission before design begins.**

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

**That the following firms are approved to design the designated schools:**

**ARCHITECT**

**SCHOOL**

**Derthick, Henley & Wilkerson Architects  
Franklin Architects  
Hefferlin + Kronenberg Architects  
Billingsley Architecture**

**New Ganns Middle Valley Elementary  
Nolan Elementary School Addition  
Sale Creek Middle/High School Addition  
Wolftever Elementary School Addition**

**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

July 2, 2014

Date



# Hamilton County Board of Commissioners RESOLUTION

No. 714-10

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A LEASE AGREEMENT IN THE AMOUNT OF \$9,445.00 ANNUALLY WITH CHATTANOOGA CHURCH MINISTRIES, INC. D.B.A., CHATTANOOGA COMMUNITY KITCHEN FOR SPACE FOR USE BY HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT'S HOMELESS HEALTH CARE CENTER, FOR THE PERIOD OF JANUARY 1, 2014 THROUGH DECEMBER 31, 2014.

**WHEREAS:** In 2010, ARRA funds were accepted by the County to renovate 1891 square feet of space owned by Chattanooga Church Ministries, and;

**WHEREAS:** The utilization of federal funds for that renovation created federal interest in that square footage, and;

**WHEREAS:** In 2013, the County accepted a grant expansion to provide Outreach and Enrollment workers to assist homeless individuals in obtaining health insurance through the Federal Exchange, and;

**WHEREAS:** That grant expansion provided federal dollars for rental of office space for the Outreach and Enrollment workers, and;

**WHEREAS:** Those workers are to be housed in the renovated 1891 square feet of space owned by Chattanooga Church Ministries, and;

**WHEREAS:** Chattanooga Church Ministries is willing to lease the aforementioned renovated space to Hamilton County for an annual fee of \$9,445.00.

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

That the County Mayor is authorized to sign the attached lease for space located at 711 E. 11<sup>th</sup> Street for an amount of \$9,445.00 annually for the period of January 1, 2014 through December 31, 2014.

**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

July 2, 2014

\_\_\_\_\_  
Date

## LEASE AGREEMENT

**THIS AGREEMENT**, by and between Hamilton County, a constitution within the State of Tennessee, hereinafter referred to as the LESSEE, and the Chattanooga Church Ministries, Inc., hereinafter referred to as the LESSOR. For and in consideration of the mutual promises and conditions, the parties agree as follows:

### PROVISIONS

1. The LESSOR hereby leases to the LESSEE a portion of that property commonly known as the Chattanooga Community Kitchen; and more particularly described as follows: 1,891 square feet of area currently known as the 711 building "office" space.
2. The term of this lease shall be for a period of one (1) year commencing January 1, 2014 and, unless otherwise provided herein, terminating December 31, 2014.
3. The Chattanooga-Hamilton County Health Department, will maintain reasonable control of the property resulting in reasonable access and use of the property by the grantee as a Homeless Health Care Center.
4. Upon the termination of this lease by the expiration hereof, the LESSEE shall have the option to renew this agreement on a year-to-year basis provided that the LESSOR consents in writing to such renewal.
5. The LESSOR covenants to keep the LESSEE in quiet possession during the term of this lease.
6. Parking privileges are not a part of the lease agreement and must be separately negotiated with LESSOR.
7. The LESSOR may allow the LESSEE to utilize other facilities within the complex upon such terms and conditions as the LESSOR may, from time to time, determine.
8. Upon the termination of this lease for any reason, subject to Paragraph 4 above, the LESSEE covenants that LESSEE will have the premises completely vacated by the thirty-first (31<sup>st</sup>) day following termination. Rent will be due for this 31<sup>st</sup> day period. Furthermore, the LESSEE hereby expressly agrees that if said premises are not vacated after termination without the written consent of LESSOR, the LESSOR shall have the full power and authority to enter upon the premises and remove the LESSEE therefrom, together with any property therein which belongs to LESSEE or is within the apparent possession and control of LESSEE. Furthermore, in the event of the removal of any property, a hereinabove mentioned, by the LESSOR, the LESSEE agrees to pay the cost incurred by the LESSOR in the removal and storage of any property, by the LESSOR, the LESSEE agrees to pay the cost incurred by the LESSOR in the removal of same. The LESSEE expressly allows LESSOR to have such property

stored at any facility that covenants, allowances or authorizations hereinabove granted or otherwise provided to LESSOR by LESSEE are hereby expressly applicable to LESSEE and to any successors or assignees of LESSEE.

9. The LESSEE agrees that it will not sublet, rent, lease, assign, or otherwise provide utilization of the leased premises by any other person or entity except upon the prior written approval of the LESSOR. LESSEE further agrees that the approval by the LESSOR or any one assignment or sublease does not waive the requirement of the LESSOR'S approval for any subsequent assignment or sublease.
10. No demand of rent at any time may be made and LESSOR hereby expressly waives demand of rent, and it shall be the duty of the LESSEE to pay the rent semi-annually upon the signing of this lease by appropriate representatives of both the LESSEE and LESSOR, without demand. Failure to pay rent shall, at the option of the LESSOR, cause the lease to be forfeited by LESSEE and, in such event, the LESSEE shall become liable to the LESSOR for any rental amounts which would have, except for such forfeiture, been payable under the lease for any un-expired portion of the lease.
11. The LESSEE expressly agrees to allow the LESSOR, or its authorized agents, access to and entry upon the premises at any time for any purpose, and if the property becomes for sale, to place signs on the property.
12. The LESSEE may make repairs, paint, or wallpaper leased premises without the prior written approval of the LESSOR with the costs of any work being the full and complete liability of the LESSEE. However, the LESSEE shall not undertake any remodeling, renovation or major alteration of the leased premises without the prior written approval of the LESSOR. In the event the LESSOR does so provide its approval, the costs of any work shall be fully and completely the liability of the entity initiating the work unless otherwise stated in a written agreement between the LESSOR and LESSEE.
13. The LESSEE covenants to return the leased premises to the LESSOR at the termination of this lease in as good a state of repair as when the premises were received, ordinary wear and tear accepted.
14. LESSEE agrees to pay the LESSOR a sum of \$9,445 annually for rent, conditioned upon the availability and funding from the United States Public Health Service. Both LESSOR and LESSEE agree that in the event the "Public Health Service" reduces or withdraws funding, the lease is not binding on either party.
15. LESSEE and LESSOR agree that the amount of rent shall be negotiated on an annual basis and will be dependent upon the availability of federal funds.
16. LESSEE and LESSOR agree that this document constitutes their full and complete agreement.

17. LESSOR and LESSEE agree that no changes in this agreement shall be valid unless such changes or modifications are agreed to in writing by the parties.
18. In the event of default on behalf of either party which requires the other party to seek or recover rent and/or damages, the party at fault shall be responsible for all cost and attorney fees necessary for the collection thereof.

**AMENDMENT AND TERMINATION:**

1. This contract may be modified only by written amendment executed by the parties hereto and approved by the appropriate official (s), and may be terminated if federal funding ceases.
2. This contract may be terminated by either party by giving written notice to the other, at least 60 days before the effective date of such termination. In that event, the LESSOR shall be entitled to receive just and equitable compensation for the months space was occupied up to the date of termination.

Notwithstanding the above, the LESSEE shall not be relieved of liability to the LESSOR for damages sustained by virtue of any breach of this contract.

This contract shall not be binding upon the parties until approved by appropriate officials from both parties and a copy of said approved contract provided to both parties.

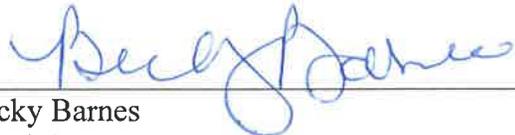
IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their signatures.

6/3/14  
Date



Jens Christensen  
Executive Director  
Chattanooga Community Kitchen

6/3/14  
Date



Becky Barnes  
Administrator  
Chattanooga-Hamilton County Health Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jim M. Coppinger, County Mayor



# Hamilton County Board of Commissioners RESOLUTION

No. 714-11

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 CONTINUE AN AGREEMENT BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2015, BETWEEN HAMILTON COUNTY AND THE TENNESSEE DEPARTMENT OF HUMAN SERVICES TO PROVIDE ADULT DAYCARE AND HOMEMAKER SERVICES FOR ELIGIBLE INDIVIDUALS AND FAMILIES AMOUNTING TO \$330,000.

**WHEREAS,** Hamilton County is committed to improving the plight of its elderly and special needs citizens; and,

**WHEREAS,** pursuant to Title XX of the Social Security Act, the Tennessee Department of Human Services seeks to enter into a contractual agreement with Hamilton County for social services as prescribed by the Tennessee Comprehensive Annual Plan for persons who meet the eligibility requirements; and,

**WHEREAS,** the County subcontracts with Partnership for Families, Children, and Adults Inc., to provide Homemaker Services, and Signal Centers, Inc. to provide Adult Daycare Services; and,

**WHEREAS,** these revenues and expenditures have previously been budgeted in the Emergency Services Department;

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

That the County Mayor is hereby authorized to continue an agreement (copies available upon request) between Hamilton County and the Tennessee Department of Human Services to provide social services in the amount of \$264,000 for eligible individuals and families pursuant to Title XX of the Social Security Act, and provide local funds in the amount of \$66,000 previously budgeted in the Emergency Services Department.

**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

July 2, 2014

\_\_\_\_\_  
Date

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HUMAN SERVICES  
AND  
HAMILTON COUNTY GOVERNMENT**

This Grant Contract, by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and Hamilton County Government, hereinafter referred to as the "Grantee," is for the provision of Social Block Grant (SSBG) – Adult Day Care Services, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 4212

**A. SCOPE OF SERVICES:**

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The Grantee shall perform SSBG program and fiscal responsibilities in accordance with the current *Department of Human Services State Application for the Social Services Block Grant (SSBG) program; SSBG Eligibility Policy; SSBG Adult Day Care Policies; Department of Human Services' Adult Day Care Licensure Standards; all applicable Office of Management and Budget (OMB) circulars; and all applicable Department of Human Services' program and fiscal policy memorandums.*
- A.3. The Grantee shall participate in interagency planning and program development in an effort to achieve the highest level of coordination and integration of unduplicated service
- A.4. The Grantee shall provide case management and supportive services to adults referred by the Department of Human Services' Adult Protective Services (APS) staff and to Income-Eligible clients with preference given to APS clients. APS clients shall be accepted regardless of age and without regard to income.
- A.5. The Grantee shall provide a structured program of personal care in an approved community-based facility. The activities funded through this grant may include:
- nutritional services
  - life enrichment activities
  - transportation to and from the program
  - health monitoring
  - speech and hearing therapy
  - physical and psychological examination
  - counseling for the client and/or family
  - work activities or continuing education, as appropriate
- A.6. The Grantee shall determine eligibility for clients using written guidelines, service authorizations, and technical assistance provided by the State.
- A.7. The Grantee shall maintain a waiting list of clients who were referred by APS staff and qualify for services, but cannot be served within 7 days. The Grantee shall update this list at least once per month and provide a copy of this list to local APS staff and the State SSBG office on the 1st business day of the month. Clients on the waiting list will be served by the Grantee in chronological order, from the date of referral. The Grantee

shall, however, upon the recommendation of APS staff, move a client with critical needs to the top of the waiting list to be served in the next available SSBG slot. Clients shall not remain on the waiting list longer than 90 calendar days. The Grantee will develop and submit a corrective action plan to the Department of Human Services for clients over the 90 day waiting period.

- A.8. The Grantee shall actively provide services to clients a minimum of 30 days after services have been initiated.
- A.9. The Grantee shall consult with APS Program Staff prior to any APS client being denied services or a case closing. The Grantee shall discuss any health and safety concerns with APS Program Staff as soon as identified. If APS Program Staff and Grantee cannot agree on the issues, Community Services staff shall make the final decision. Once case closure has been recommended and APS closes their case, The Grantee shall wait 30 days to reassess the situation, unless an exception exists due to a change in circumstances.
- A.10. The Grantee shall meet performance benchmarks, as defined by the State. Failure to meet the benchmark shall require the Grantee to submit a Corrective Action Plan to the State for approval. Continued failure to meet subsequent benchmarks may result in a reduction of funding.
1. The Grantee shall provide Adult Day Care services for a minimum number of individuals throughout the contract period, as approved by the State
  2. The Grantee shall ensure quality customer service. The Grantee will query clients using a state approved survey upon case closure. If the survey results in less than an 80% satisfaction rate, the agency shall develop a corrective action plan to address the deficiency.
- A.11. The Grantee shall establish a formal process by which an individual or family who receives assistance from the Grantee may have such assistance terminated in the event that violation of program requirements occur.
- A.12. The Grantee shall employ a procedure for client appeals. Furthermore, the Grantee shall ensure that the appeal procedure is explained to all potential clients.
- A.13. The Grantee shall submit a monthly client services report, in the format provided by the State, as supporting documentation to the agency's monthly invoice. Payment of the monthly invoice is contingent upon receipt of the monthly client services report.
- A.14. The Grantee shall meet all requirements for licensure for the services provided under this Grant Contract. Any lapse in licensure due to program violations during the term of this contract shall result in program reimbursements being withheld until the requirements for licensure have been met.
- B. CONTRACT PERIOD:**
- B.1. This Grant Contract shall be effective for the period beginning July 1, 2014 and ending on June 30, 2015. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

B.2. Term Extension. The State reserves the right to extend this Grant Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract period is effected prior to the current, contract expiration date by means of a Grant contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Grant Contract, such funding will also be effected through a Grant contract amendment.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Eighty-Five Thousand Dollars and No Cents (\$85,000.00). The Grant Budget attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

[Fiscalcommsvs.dhs@tn.gov](mailto:Fiscalcommsvs.dhs@tn.gov)

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Human Services; Adult and Family Services.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
  - b. The Grantee understands and agrees to all of the following.
    - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
    - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
    - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
    - (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
  - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).
  - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must

agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.

- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.16. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The

Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

- D.17. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.18. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.20. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.22. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.23. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings,

representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.24. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Leslie Schenk, Community Service Director  
Department of Human Services  
Citizen's Plaza Building; 8<sup>th</sup> Floor  
400 Deaderick Street  
Nashville, TN 37243-1403  
[Leslie.schenk@tn.gov](mailto:Leslie.schenk@tn.gov)  
Telephone # 615-253-3957  
FAX # 615-313-6683

The Grantee:

Carla Sewell, Community Service Manager  
Chattanooga-Hamilton County Health Department  
921 E. 3<sup>rd</sup> St.  
Chattanooga, TN 37403  
[csewell@hamiltontn.gov](mailto:csewell@hamiltontn.gov)  
Telephone # 423-209-8375  
FAX # 423-209-8377

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the

Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. Insurance. The Grantee being a governmental entity pursuant to T.C.A. 29-20-102, shall carry liability insurance in such minimum amounts as required by the Governmental Tort Liability Act or shall be self-insured for all claims permitted by the Act for the minimum amounts required by such Act.
- E.5. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.6. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.7. 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.8. 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 shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, 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.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

- E.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," 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.10. Prohibited Advertising. The Grantee shall not refer to this Grant or the Grantee's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Grant in perpetuity.
- E.11. Civil Rights Compliance. The Grantee shall file a copy of an "Assurance compliance" (Form HHS 690) with the U.S. Department of Health and Human Services Office of Civil Rights, retaining a copy of the form in its file to be made available, upon request, to the State.
- E.12. Drug-Free Workplace. The Grantee shall maintain a drug-free workplace in accordance with the "Drug-Free Workplace Act of 1998".
- E.13. Disaster Recovery / Business Continuity Plan. The Grantee acknowledges and assures the State that it has in place a disaster recovery/business continuity plan that may be executed in the event of a natural or man-made disaster. Said plan shall be made available to the State upon request.
- E.14. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/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 requirements, including but not limited to those set forth herein, of FFATA 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 section 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>.)

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 is awarded.
- c. If this Grant 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 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. 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 for which the State may terminate this Grant 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.

**IN WITNESS WHEREOF,**

**HAMILTON COUNTY GOVERNMENT**

---

**JIM COPPINGER, COUNTY MAYOR**

**DATE**

**DEPARTMENT OF HUMAN SERVICES**

---

**RAQUEL HATTER, COMMISSIONER**

**DATE**

**HAMILTON COUNTY GOVERNMENT**

---

Becky Barnes, Administrator

Date

**ATTACHMENT A**  
**GRANT BUDGET**  
**(GRANT BUDGET PAGE 1)**

<b>GRANTEE:</b>		<b>Hamilton County Government</b>			
<b>PROGRAM NAME:</b>		<b>SSBG Adult Day Care</b>			
The grant budget line-item amounts below shall be applicable only to expense incurred during the following					
<b>Applicable Period:</b>		<b>BEGINNING:</b>	<b>ENDING:</b>		
		July 1, 2014	June 30, 2015		
<b>POLICY 03</b> Object Line-Item Reference	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE MATCH <sup>3</sup></b>	<b>TOTAL PROJECT</b>	
1	Salaries	\$0.00	\$0.00	\$0.00	
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00	
4, 15	Professional Fees, Grant & Awards <sup>2</sup>	\$85,000.00	\$21,250.00	\$106,250.00	
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	\$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	\$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	
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00	
<b>25</b>	<b>GRAND TOTAL</b>	<b>\$85,000.00</b>	<b>\$21,250.00</b>	<b>\$106,250.00</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.state.tn.us/finance/act/documents/policy3.pdf>).

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

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

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

<b>[PROFESSIONAL FEE/ GRANT &amp; AWARD]</b>	<b>AMOUNT</b>
[Subcontract with Signal Centers]	<b>\$85,000.00</b>
<b>TOTAL</b>	<b>\$85,000.00</b>

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HUMAN SERVICES  
AND  
HAMILTON COUNTY GOVERNMENT**

This Grant Contract, by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the 'State' and Hamilton County Government, hereinafter referred to as the "Grantee," is for the provision of Social Block Grant (SSBG) – Homemaker Services, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 4212

**A. SCOPE OF SERVICES:**

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The Grantee shall perform SSBG program and fiscal responsibilities in accordance with the current *Department of Human Services' State Application for the Social Services Block Grant (SSBG) program; SSBG Eligibility Policy; SSBG Homemaker Performance Standards; Department of Mental Health and Developmental Disabilities' Licensure Standards for Personal Support Services Agencies; all applicable Office of Management and Budget (OMB) circulars; and all applicable Department of Human Services' program and fiscal policy memorandums.*
- A.3. The Grantee shall participate in interagency planning and program development in an effort to achieve the highest level of coordination and integration of unduplicated services.
- A.4. The Grantee shall provide case management and supportive services to adults referred by the Department of Human Services Adult Protective Services (APS) staff. The Grantee may continue to provide services to income eligible clients who were being provided SSBG Homemaker services by the grantee prior to July 1, 2006.
- A.5. The Grantee shall provide a range of services designed to assist low-income individuals to maintain their independence for as long as possible. The activities funded through this grant may include:
- assistance with limited personal care, such as bathing, toileting, eating, dressing, grooming, and walking;
  - help with simple health care routines, such as reminders to maintain diet restrictions and reminders to do recommended exercises;
  - performance of routine household chores, such as sweeping, mopping, dusting, making beds, washing dishes, etc.;
  - performance of washing, ironing, mending and caring for clothing;
  - assistance in obtaining appropriate medical care;
  - providing and/or arranging transportation to essential shopping and errands with or for the individual (for example, grocery shopping, having prescriptions filled, paying bills);
  - preparation of and/or providing education about the preparation of nutritious, appetizing meals;
  - provision of consumer education and assistance with household budgeting;
  - giving assistance and instruction to individuals or caregivers in taking or giving medications;

- provision of assistance in the selection and purchase of items needed to make the home adequate for the individual;
  - assisting the individual or caregiver in establishing or improving a home;
  - assisting the individual or caregiver in learning to use community resources;
  - teaching good grooming and healthy living habits;
  - provision of temporary supervision of an individual in his/her own home in the absence of the caregiver in an emergency situation, such as illness of the caregiver or temporary absence of the caregiver;
  - conferring with DHS Adult Protective Services Staff;
  - other:
- A.6. The Grantee shall determine eligibility for clients using written guidelines, service authorizations, and technical assistance provided by the State.
- A.7. The Grantee shall maintain a waiting list of clients who were referred by APS staff and qualify for services, but cannot be served within 7 days. The Grantee shall update this list at least once per month and provide a copy of this list to local APS staff and the State SSBG office on the 1st business day of the month. Clients on the waiting list will be served by the Grantee in chronological order, from the date of referral. The Grantee shall, however, upon the recommendation of APS staff, move a client with critical needs to the top of the waiting list to be served in the next available SSBG slot. Clients shall not remain on the waiting list longer than 90 calendar days. The Grantee will develop and submit a corrective action plan to the Department of Human Services for clients over the 90 day waiting period.
- A.8. The Grantee shall actively provide services to clients a minimum of 30 days after services have been initiated and assist in facilitating health and safety concerns outlined by the APS Program Staff.
- A.9. The Grantee shall consult with APS Program Staff prior to any APS client being denied services or a case closure. The Grantee shall discuss any health and safety concerns with APS Program Staff as soon as identified. If APS Program Staff and Grantee cannot agree on the issues, Community Services staff shall make the final decision. Once case closure has been recommended and APS closes their case, The Grantee shall wait 30 days to reassess the situation, unless an exception exists due to a change in circumstances.
- A.10. The Grantee shall establish a formal process by which an individual or family who receives assistance from the Grantee may have such assistance terminated in the event that violation of program requirements occur.
- A.11. The Grantee shall meet performance benchmarks, as defined by the State. Failure to meet the benchmark shall require the Grantee to submit a Corrective Action Plan to the State for approval. Continued failure to meet subsequent benchmarks may result in a reduction of funding.
1. The Grantee shall provide Homemaker services for a minimum number of individuals during the contract period, as approved by the State.
  2. The Grantee shall, ensure quality customer service. The Grantee will query clients using a state approved survey upon case closure. If the survey results in less than an 80% satisfaction rate, the agency shall develop a corrective action plan to address the deficiency.
- A.12. The Grantee shall employ a procedure for client appeals. Furthermore, the Grantee shall ensure that the appeal procedure is explained to all potential clients.

- A.13. The Grantee shall submit a monthly client services report, in the format provided by the State, as supporting documentation to the agency's monthly invoice. Payment of the monthly invoice is contingent upon receipt of the monthly client services report.
- A.14. The Grantee shall submit quarterly Expense and Revenue reports in the format provided to the Grantee, within forty-five (45) days after the end of the quarter. Failure to submit the quarterly fiscal report by the due date shall result in program reimbursements being withheld until the report has been received.
- A.15. The Grantee shall meet all requirements for licensure for the services provided under this Grant Contract. Any lapse in licensure due to program violations during the term of this contract shall result in program reimbursements being withheld until the requirements for licensure have been met.

**B. CONTRACT PERIOD:**

- B.1. This Grant Contract shall be effective for the period beginning July 1, 2014 and ending on June 30, 2015. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.
- B.2. Term Extension. The State reserves the right to extend this Grant Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract period is effected prior to the current, contract expiration date by means of a Grant contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Grant Contract, such funding will also be effected through a Grant contract amendment.

**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 Seventy-Nine Thousand Dollars and No Cents (\$179,000.00). The Grant Budget attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Fiscalcommsvs.dhs@tn.gov

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Human Services; Adult and Family Services.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it

must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall

not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).
  - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454
- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.16. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

D.17. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.18. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry

adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.20. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.22. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.23. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.24. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Leslie Schenk, Community Service Director  
Department of Human Services  
Citizen's Plaza Building; 8<sup>th</sup> Floor  
400 Deaderick Street  
Nashville, TN 37243-1403  
[Leslie.schenk@tn.gov](mailto:Leslie.schenk@tn.gov)  
Telephone # 615-253-3957  
FAX # 615-313-6683

The Grantee:

Carla Sewell, Community Service Manager  
Chattanooga-Hamilton County Health Department  
921 E. 3<sup>rd</sup> St.  
Chattanooga, TN 37403  
[csewell@hamiltontn.gov](mailto:csewell@hamiltontn.gov)  
Telephone # 423-209-8375  
FAX # 423-209-8377

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Insurance. The Grantee being a governmental entity pursuant to T.C.A. 29-20-102, shall carry liability insurance in such minimum amounts as required by the Governmental Tort Liability Act or shall be self-insured for all claims permitted by the Act for the minimum amounts required by such Act.
- E.5. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.6. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.7. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.8. 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 offense 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.9. 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 shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, 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.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

- E.10. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," 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.11. Prohibited Advertising. The Grantee shall not refer to this Grant or the Grantee's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Grant in perpetuity.
- E.12. Civil Rights Compliance. The Grantee shall file a copy of an "Assurance compliance" (Form HHS 690) with the U.S. Department of Health and Human Services Office of Civil Rights, retaining a copy of the form in its file to be made available, upon request, to the State.
- E.13. Drug-Free Workplace. The Grantee shall maintain a drug-free workplace in accordance with the "Drug-Free Workplace Act of 1998".
- E.14. Disaster Recovery / Business Continuity Plan. The Grantee acknowledges and assures the State that it has in place a disaster recovery/business continuity plan that may be executed in the event of a natural or man-made disaster. Said plan shall be made available to the State upon request.
- E.15. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/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 requirements, including but not limited to those set forth herein, of FFATA 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 section 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>.)

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 is awarded.
- c. If this Grant 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 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. 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 for which the State may terminate this Grant 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.

**IN WITNESS WHEREOF,**

**HAMILTON COUNTY GOVERNMENT**

---

**JIM COPPINGER, COUNTY MAYOR**

**DATE**

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**BECKY BARNES, ADMINISTRATOR**

**DATE**

**DEPARTMENT OF HUMAN SERVICES**

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**RAQUEL HATTER, COMMISSIONER**

**DATE**

**ATTACHMENT A  
GRANT BUDGET  
(GRANT BUDGET PAGE 1)**

<b>GRANTEE:</b>		<b>Hamilton County Government</b>		
<b>PROGRAM NAME:</b>		<b>SSBG Homemaker</b>		
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
<b>Applicable Period:</b>		<b>BEGINNING:</b>	<b>ENDING:</b>	
		July 1, 2014	June 30, 2015	
<small>POLICY 03 Object Line-item Reference</small>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE MATCH <sup>3</sup></b>	<b>TOTAL PROJECT</b>
1	Salaries	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fees, Grant & Awards <sup>2</sup>	\$179,000.00	\$44,750.00	\$223,750.00
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	\$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	\$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
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$179,000.00</b>	<b>\$44,750.00</b>	<b>\$223,750.00</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.state.in.us/finance/act/documents/policy3.pdf>).

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

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

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

<b>[PROFESSIONAL FEE/ GRANT &amp; AWARD]</b>	<b>AMOUNT</b>
{Subcontract with Partnership - Families, Children, & Adults}	<b>\$179,000.00</b>
<b>TOTAL</b>	<b>\$179,000.00</b>



# Hamilton County Board of Commissioners RESOLUTION

No. 714 -12

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 CONTINUE SUBCONTRACT AGREEMENTS WITH THE PARTNERSHIP FOR FAMILIES, CHILDREN AND ADULTS INC. AND SIGNAL CENTERS INC. BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2015, TO PROVIDE TITLE XX SOCIAL SERVICES FOR ELIGIBLE INDIVIDUALS AND FAMILIES AMOUNTING TO \$330,000.

**WHEREAS,** Hamilton County subcontracts with Partnership for Families, Children, and Adults Inc., to provide homemaker services and with Signal Centers, Inc. to provide adult day care services for eligible individuals; and,

**WHEREAS,** pursuant to Title XX of the Social Security Act, the Tennessee Department of Human Services (TDHS) is entering into a contractual agreement with Hamilton County for social services as prescribed by the Tennessee Comprehensive Annual Plan for persons who meet the eligibility requirements; and,

**WHEREAS,** funding for the period July 1, 2014 through June 30, 2015, is as follows:

	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
Partnership	179,000	44,750	223,750
Signal Centers	85,000	21,250	106,250
<b>TOTALS</b>	<b>\$ 264,000</b>	<b>\$ 66,000</b>	<b>\$ 330,000</b>

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

That the County Mayor is hereby authorized to continue agreements (copies available upon request) between Hamilton County and Partnership for Families, Children, and Adults Inc., and Signal Centers, Inc. to provide social services for eligible individuals and families pursuant to Title XX of the Social Security Act, and to provide \$264,000 from TDHS and \$66,000 previously budgeted in the Emergency Services Department.

**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

July 2, 2014

\_\_\_\_\_  
Date

GRANTEE: Hamilton County Government

PROGRAM NAME: Adult Day Care

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period

BEGINNING: July 1, 2014

ENDING: June 30, 2015

**FY 13-14 SSBG AWARD \$85,000**

EXPENSE OBJECT LINE-ITEM CATEGORY

(detail schedule(s) attached as applicable)

1	Salaries
2	Benefits & Taxes
4, 15	Professional Fees/Grant & Awards
5	Supplies
6	Telephone
7	Postage & Shipping
8	Occupancy
9	Equipment Rental & Maintenance
10	Printing & Publications
11, 12	Travel/Conferences & Meetings
13	Interest
14	Insurance
16	Specific Assistance to Individuals
17	Depreciation
18	Other Non-Personnel
20	Capitol Purchase
22	Indirect Cost
24	In-Kind Expense
N/A	Grantee match Requirement (for any amount of the required Grantee Match that is not specifically delineated by other budget line-items)
25	<b>GRAND TOTAL</b>

FY 14/15 GRANT CONTRACT	20% COUNTY MATCH	FY 14/15 TOTAL PROJECT
\$ 23,460.00	\$ 5,865.00	\$ 29,325.00
\$ 5,857.60	\$ 1,464.40	\$ 7,322.00
\$ 160.00	\$ 40.00	\$ 200.00
\$ 8,296.40	\$ 2,074.10	\$ 10,370.50
\$ 320.00	\$ 80.00	\$ 400.00
\$ -	\$ -	\$ -
\$ 8,000.00	\$ 2,000.00	\$ 10,000.00
\$ 80.00	\$ 20.00	\$ 100.00
\$ 60.00	\$ 15.00	\$ 75.00
\$ 480.00	\$ 120.00	\$ 600.00
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 25,536.00	\$ 6,384.00	\$ 31,920.00
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 12,750.00	\$ 3,187.50	\$ 15,937.50
\$ 85,000.00	\$ 21,250.00	\$ 106,250.00



**Agency Name: Signal Centers, Inc.**

**Service Provided: Adult Day Care Services**

Please follow the pattern of the document and insert your responses directly into the answer box underneath each question.

**1. Need for Service**

Describe the need in your service area for the Homemaker or Adult Day Care services. Is there any indication that the need for this service is increasing, decreasing, or remaining the same?

In the Chattanooga area the need for affordable low cost day services continues to remain a need. Individuals enrolled in our program may qualify for nursing home care but are not appropriate for this type of care as they are not in need of the medical services and 24 hours structured care a nursing home provides. With the option of Adult Day programming these individuals can remain in their own home or with family members allowing their independence to remain intact for as long as possible. This choice of care also allows those caregivers the option to remain employed without having to worry about the care and safety of their family member. As costs for nursing home and medical care continues to increase, those individuals and their families who are low income members of the community will find themselves having to make difficult choices for their long term care.

**2. Program Proposal**

Describe the specific Homemaker or Adult Day Care program services you propose to provide and address any significant changes from the FY 2014-15 contract period.

Signal Centers Adult Day program is a licensed social model day program available for individuals living in the Chattanooga and North Georgia communities. Services are provided to two populations, those who are considered Geriatric and meet the guidelines set forth by the SSBG grant, and Adults with Disabilities over the age of eighteen with a clinical diagnosis of a physical disability. Our Adult Day program provides an intergenerational structured program of care with an art and recreation based focus. Through this program, the participants have the opportunity to develop, maintain or increase their work, social, and daily living skills, all while maintaining or increasing their independence.

Referrals for this program may come from any individual or agency within the community. An application must be completed upon enrollment that involves a diagnosis from the individual's primary physician stating that the individual is healthy enough for regular routine activities at the center. Upon completion of the application, an individual is invited to attend the program and given time to become comfortable with the center routine and activities. During the first fifteen days, the individual completes several assessments which include, but is not limited to, a social assessment, money management/ work skills assessment, and a daily living skills test. The results are compiled and an individualized program plan is completed with input from the individual and his or her caregiver.

For 2014-2015 we will continue to base our programming on individual needs and interests. We continually seek feedback from our participants and their families on the type of care that is needed as well as ideas for activity planning.

**3. Proposed Units of Service**

Estimate the number of clients you expect to serve and the proposed units by county.

The unit of service for the Adult Day Program is defined as a day of service. During the 2014/2015 grant year we propose to serve 13 individuals in the Geriatric program. We are also proposing to provide 235 days of service for those individuals – 12 holidays, 4 staff in-service days and 4 inclement weather days (to be used if needed).

**4. Estimated Costs**

Provide an estimate of the average unit cost for one day of Adult Day Care services or one visit for Homemaker services per individual.

Signal Centers' average unit of cost for one day of Adult Day Care service is \$45.16. This cost is well below the State average of \$55- \$80 per day (2012 Genworth Cost of Care Survey).

**5. Expenditures**

How does the agency monitor expenditures to ensure all contract funds are expended by the end of the contract period?

Signal Centers accounting department tracks and monitors all expenditures for the SSBG program through in house accounting software as well as monthly invoicing to assure all funds are spent by the end of the contract year. Our Chief Program Officer, Adult Services Director and Senior Accountant also meet regularly throughout the year to oversee the budget and make sure funds are being spent accordingly. The Agency budget is also independently monitored by an outside accounting firm.

**6. Cognizant Agency**

Which state agency is your cognizant agency?

Signal Centers' Adult Day Program is licensed by Tennessee Department of Human Services.

**7. Sub-Contract**

If any services proposed for this grant are to be provided through a sub-contract arrangement, identify the sub-contractor, including name, mailing address and phone number, and specific program services to be provided. Note: All sub-contracts must be approved by the Department. Attach a copy of all subcontracting agreements as Attachment K.

Provide the name and position title of the person in your agency who will oversee this sub-contract arrangement. Describe the frequency and types of contacts you will have with the sub-contractor(s).

Transportation services for Signal Centers Adult Day Program will be provided through a subcontract with Southeast Tennessee Human Resources Agency - Special Transit Services (STS).

Southeast Tennessee Human Resources Agency - Special Transit Services (STS).

740 East 12<sup>th</sup> Street

Chattanooga, TN 37403

(423) 698-7337

Overseer: Donna McConnico – Chief Executive Officer

Transportation services will be provided 5 days a week during the program hours of operation 8:30-4:30. Individuals will have opportunity to utilize the services round trip from their home to the center

or one way as needed by the individual or family.

8. **Funding**

Provide a brief description of your agency's service plan if federal SSBG funding is decreased or eliminated. How much time would be necessary to implement this plan? What percentage of your Homemaker or Adult Day Care program budget is represented by these SSBG funds? If you have other sources of funds used for homemaker or adult day care services, what are the sources of those funds?

County dollars remain the primary funding source for the operation of this program. Currently the average income for our participants is \$818.68 a month. With nursing home care costing on average between \$2400 and \$7600 monthly and continuing to increase, the cost of Adult Day Programs continue to remain significantly lower than nursing facilities. There is evidence that Adult Day Programs help to delay or prevent placement in a more costly institution by providing a range of services that help individuals remain in their home and stay active in the community and providing support for informal caregivers. All activities and therapies are designed to activate and induce participants to maximize their functional capacity.

Funding is needed in order to provide an opportunity for these individuals to remain as self-sufficient as possible without the need of institutionalization. The services that we provide are sometimes the only opportunities for consumers to interact with peers. The program also provides the opportunity for caregivers to work, with the understanding that their loved one is a safe and comfortable environment during the day.

A decrease in funding would hinder the agency's ability to provide the full spectrum of services proposed. Transportation and other center services that impact the participants and their families would be scrutinized, reducing or eliminating those elements that would have the least effect on the Program. While we continue to seek other sources of funding, support from the SSBG grant and County remains central in the functioning of the Geriatric portion of our Adult Day Program.

9. **Staff**

A. For each staff position included in the proposed program budget, attach a job description (Attachment I) and information on the minimum required qualifications for each position. If the proposed service falls under Performance or Licensure standards, **staff must meet the qualifications established by those standards.**

Minimum Staff Qualifications - as set forth in Adult Day Care Services Standards

- (a) The adult day care center director shall meet one (1) of the following requirements:
1. A minimum of a bachelor's degree in social services, health, and/or related fields and one (1) year of experience working in social services, health, and/or related fields; or a minimum of a bachelor's or master's degree (not related to social services, health, or related fields), but two (2) years' work experience in social services, health and/or related fields;
  2. Sixty (60) semester hours (formal college training) in social services, health, and/or related fields and two (2) years of work experience;
  3. A minimum of a master's degree in health, social services, and/or related fields; or
  4. A high school diploma or its equivalent, and five (5) years of full time work experience (In a managerial capacity) in social services, health and/or related fields.
  5. Persons serving in the capacity of director of a facility which meets the requirements for

licensing as an adult day care center on the effective date of these rules shall be deemed to meet the qualifications of this paragraph.

(b) All persons included in the staff: participant ratio shall be able to read and write English.

(c) A minimum of seventy-five percent (75%) of persons included in the staff: participant ratio shall have a high school diploma or GED.

(d) Age requirements; exceptions.

(e.) All employees and volunteers shall be at least eighteen (18) years of age.

Please see attached Job Descriptions for a more complete listing of qualifications for employment.

B. Identify which staff persons, by job title, are involved in the delivery of services.

- Adult Services Director
- Life Enrichment Coordinator
- Adult Day Program Lead Assistant
- Adult Day Program Assistant

Due to the small staff size all positions are involved in the delivery of services to individuals in the Adult Day Program throughout the day.

C. Describe your agency's orientation process for new employees, including staff person responsible for providing orientation training.

All new employees participate in an initial agency orientation upon hire conducted by the Director of Human Resources, Valerie Renfro. Topics include,

- I. Introduction to the Center**
  - a. Philosophy
    - i. Mission & Vision/Programs
    - ii. Tour scheduled with Marketing
    - iii. Funding Sources
    - iv. Organizational Flow Chart
  - b. Policies & Procedures
    - i. Intro to policies & procedures
    - ii. Emergency procedures
    - iii. Safety Issues/ Worker's Comp Procedures
    - iv. Confidentiality
    - v. Harassment Policy/Video
    - vi. Payroll-procedures
    - vii. Title VI Training/Video
- II. On the Job**
  - a. Job Description (Please sign & return)
  - b. Performance Evaluations
  - c. Chain of Command
  - d. Disciplinary Process/Grievance Procedures
  - e. Moving up in the Agency – Internal Job Postings
- III. New Employee Paperwork & Benefits (if applicable)**
  - a. Benefits Overview/ Summary Booklets
    - i. Blue Cross/Blue Shield Health Insurance
    - ii. Blue Cross/Blue Shield Dental
    - iii. Hartford Short Term & Long Term Disability
    - iv. Hartford Base Life and Supplemental Life Insurance
    - v. Colonial Accident/Cancer Supplementary

- vi. Mutual of America 401k
- b. Complete Forms/ New Hire Paperwork/ Items needed for Files
- c. Meet with Colonial Reps to Enroll or Decline
- d. Questions about Investing in Pension/TDA to Mutual Reps

Additionally, every employee receives orientation and initial training for his or her program or department conducted or overseen by a manager in that program/department.

**10. Training**

**A. In-Service Training**

Describe your agency's plan for annual in-service training for all employees included in the proposed program budget. Provide specific information on the number of days or hours of training required annually, category or subject content to be used, and whether the training is provided in-house or through other sources. Describe how employee training hours are documented. Attach training plan as Attachment H.

Signal Centers Adult Services staff is mandated to complete at least 8 hours annually. Per Adult Day Care licensing standards - "These trainings may include consultations, workshops or conferences as well as in-service education provided by the agency. Trainings must include education to enable staff to recognize the signs and symptoms of abuse, neglect or exploitation of an adult within the meaning of TCA 71-6-101, as well as the duty to report abuse, neglect or exploitation of an adult to the Department of Protective Services." Presently 4 in-service days are planned throughout the contract year in order to provide training for the Adult Day staff. Topics are varied depending on the needs presented by the individuals participating in the Day Program. Some of these trainings are completed in house by Program Director others are completed by experts in their field of service. Attached is the master list of 2013-2014 trainings completed by Signal Centers Adult Day Staff. Training hours are recorded on a master list and copies of certificates are kept on file within each staff member's records.

**B. Civil Rights Training**

Describe your agency's plan for compliance with the provisions Title VI of the Civil Rights Act of 1964. Identify the staff person assigned this responsibility. Discuss the training plan for staff and volunteers. Describe how complaints are handled.

All agency staff are required to take training on Title VI as a new hire, and then again annually within the program that they work. This training is overseen by the Director of Human Resources, Valerie Renfro. Signal Centers also has a harassment/nondiscrimination policy, given to all staff in the personnel policies. The agency has a procedure for staff, clients, and families if a complaint is made or a request of a grievance is made. Please see attachments F and G.

**11. Emergency Preparedness Plan**

Provide a brief description of your agency's emergency preparedness planning and training for staff. Include in this description a Continuity of Operations Plan (COOP) and provide the contact information name(s), phone, and cell phone for the Department to use in the event of any emergency. Also, include a basic business resumption plan (how will clients know how and when to contact your agency for services). If your agency has satellite offices include information for the administrative offices and all satellite offices.

Staff is trained by their department/ program manager on what to do in the case of various emergencies. Fire Drills are conducted at minimum of one time per month. Tornado drills are

conducted two times per year. The agency is currently revising its emergency preparedness plans. We have had Homeland Security do a site visit at the location of our Adult Day Service program and our Chattanooga Children's program and give us ideas to further improve security. We recently established a system where staff has been equipped with portable communication devices (similar to walkie-talkies with a very large range) to be used in the event of an emergency.

In the event of an emergency the Department should contact the CEO of Signal Centers, Donna Christian McConnico. Please see the attached Emergency Preparedness Policy & Procedures document.

**12. Limited English Proficiency (LEP)**

Discuss how your agency meets the needs of LEP (Limited English Proficient) persons who seek your services including how often your agency serves clients who do not speak English and the language(s) you encounter most often.

Our agency utilizes Language Line Services to assist those individuals who may have limited English skills. Our receptionist as well as each program has a chart that allows an individual to choose their native language and then both parties can access a translator over the phone to assist with their needs. Several of our programs also have information / brochures that have been translated into Spanish as this is the most common language that we encounter in our program aside from English.

**13. Persons with Disabilities**

Describe how the agency meets the specific needs of persons with disabilities who may need interpreter or other special services.

Signal Centers' mission is to serve children and adults with disabilities supporting them in maintaining or gaining independence. Through our Adult Services program we partner with other agencies that provide services for individuals with disabilities such as The Partnership's Deaf Services to provide interpreter services to those individuals in our program that have a hearing loss or are profoundly deaf. Signal Centers Assistive Technology program also provides evaluations, equipment, and training on technology for individuals who need these services.

**14. Information & Confidentiality**

Discuss the type of information obtained on each client and how issues of confidentiality and release of information are handled. Attach Conflict of Interest policy as Attachment J.

Individuals interested in the Adult Day Program are required to provide a variety of personal information prior to enrollment. All information is treated as confidential and kept in locked cabinets in the staff office space. When information is requested by an outside party on a participant, that individual or caregiver must sign a release of information form providing staff authorization to release any information.

From Signal Centers Personnel Policies -

"As a human service agency, persons seeking agency assistance in all program areas are entitled strict confidentiality of information shared with the agency in any way. The same is true of personnel. Therefore, all staff must assure confidentiality of all agency information, including names of persons seeking or receiving service and information received verbally or in case or personnel records. All employees and board members are asked to sign a confidentiality statement. Information shall not be release from case records without the written consent of clients. Information release from personnel records requires written consent of staff members. Court subpoenas shall, however, be honored to the limit of the law."

**15. Referral Process**

Describe referral procedures as well as coordination with the Department of Human Services and other agencies.

Individuals may be referred to this program through a variety of sources. United Way of Greater Chattanooga, Department of Human Services, physicians, therapists, APS, local community agencies, assisted living or nursing homes, as well as self-referrals are all eligible to make a referral to our day program.

Eligibility requirements for individuals desiring to participate in the Geriatric program are based upon the guidelines set forth in the SSBG grant. An application must be completed, medical information must be submitted and the individual's income must meet the guidelines set by the state. An individual must also have the need for Adult Day Services to avoid a nursing home placement by meeting one of the five national goals for Adult Day Services.

**16. Delivery Process**

Describe in detail the service delivery process beginning with the intake procedures and ending with case closure procedures for Protective Service Clients.

Signal Centers provides Adult Day Services to those individuals referred to the program by the Department of Human Services – Adult Protective Services on a regular basis. These individuals are accepted regardless of age and WRI (without regard to income). They are given preference for services upon completion of an application for services. This application can be completed by a case manager for APS, the individual, family member or friend. Upon completion of their application an individual may start as early as the following day if outside transportation is not required but no later than 7 days after an application is completed. For those individuals who are unable to start by the 7<sup>th</sup> day they will be placed on a waiting list which is updated no less than once a month and forwarded to their APS case manager as long as their case remains open. Individuals will remain on this waiting list no longer than 90 days.

During the time that an APS referred individual is enrolled in the day program all paperwork that is required by licensing standards will be kept and shared regularly with APS case manager for as long as their case is open. If there are any concerns or the need to end an APS individual's services (due to health or safety concerns) Signal Centers' staff will discuss these issues with the APS case manager as soon as identified. A decision will be made and the individual and their family or caregiver will be notified. If the closure of an active APS case is made after enrollment the APS case manager will notify Signal Centers.

**17. Partners**

Discuss service coordination between your agency and community partners.

Signal Centers' Adult Day Program collaborates with multiple local agencies in developing programming ideas, cultivating volunteers, and providing staff and/or family trainings. Some of the agencies include but are not limited to: United Way of Greater Chattanooga, Hamilton County Schools Office of Exceptional Education, State of Tennessee Vocational Rehabilitation, State of Georgia Vocational Rehabilitation, ARC of Hamilton County, Adult Protective Services, Southeast Area Agency on Aging and Disabilities, Hearing Loss Association of America, the Traumatic Brain Injury Association, TAAP (Tennessee Association of Activity Professionals), ArtsBuild, Chattanooga Parks & Recreation Therapeutic Recreation Department, Chattanooga Autism Center, Chattanooga State, and University of Tennessee of Chattanooga.

During this fiscal year, Signal Centers has collaborated with multiple organizations to provide services

and activities to participants. The program has worked with local area attractions (Chattanooga Lookouts, Tennessee Aquarium & IMAX Theater, Holiday Bowl, River City Pottery, Lupi's Pizza Pies, Wal-Mart, and Hamilton Place Mall) to provide field trips for our participants. Through a grant with ArtsBuild, a partnership with TRAP (Tennessee Rhythmic Arts Project) continues to provide music therapy weekly. Project Locomotion, our dance therapy program, will also continue throughout the year. Goodwill Service Dog Academy, as well as additional volunteers, will continue to provide certified pet therapy on a monthly basis.

We also plan to host a variety of guest speakers who donate their time to educate participants on an assortment of topics including personal health, nutrition, adult abuse and neglect, and money management. Other guests have presented to or instructed the participants on the development of new skills including sign language, Tai Chi, cultural studies, African Dance, storytelling, and arts. To create educational caregiver workshops, the program partnered with Capital Financial Group, Maxim Healthcare Services, and Moore & King Pharmacy.

The Adult Day Program also plans and provides intergenerational activities by creating regular events with both the Children's and Adults with Disabilities Program. Some of these activities include drum therapy, community service outings, costume parties, craft activities, and dance.

**18. Client Engagement**

List the ways your agency solicits input and suggestions from clients on your agency's service provision.

Individuals enrolled in this program are continually asked for their feedback on activity programming. Each month the Life Enrichment Specialist works with the participants to gauge their interests and plan their monthly activity calendar. A yearly survey of the participants is completed to find out which activities participants are interested in continuing and those that need to be retired for a time. The staff keeps an open dialog with caregivers in regards to their family member's behaviors, health or any concerns that arise in order to provide the best quality of care as needed.

A year end survey is also sent to caregivers to gauge if / how the day program is meeting their needs, ideas for additional trainings, and any other information that would be helpful to make changes to programming.

**19. Volunteer Engagement**

Describe involvement, if any, of volunteers in this program description.

Signal Centers has always engaged volunteers to support and enhance the learning and teaching environment since we began offering services over fifty-five years ago. Volunteers are an important part of Signal Centers' Adult Day Program. Adult Services volunteers are creative, fun individuals who interact with our participants while supporting the staff with daily activities, special events, activity planning and field trips. Our volunteers comprise all occupations, professions, schools and income levels.

**Authorized Signatory**

If someone other than the Board Chair is authorized to enter into contracts and sign legal documents on behalf of the board, please complete the authorization statement below.

All contracts between the Department of Human Services and the grantee must be signed by an individual authorized to act for the applicant and to assume responsibility for the obligations imposed by the terms and conditions of the grant award.

It is the agency's responsibility to inform the Department when the signatory for their agency changes. **Failure to keep the Department informed of signatory changes will delay processing of any subsequent contract amendments.**

_____ is authorized to enter into legal agreements and sign documents on behalf of _____ (Agency)
_____ Signature of Board Chair
_____ Printed Name of Board Chair

**Certification**

I undersigned, certify that I am submitting this application on behalf of

Signal Centers  
Agency

and that to the best of my knowledge the information contained herein is true and accurate. Any false or misinformation could jeopardize the grant funding awarded.

Signature of Authorized Individual: Donna McConico Date: 6.13.14

Printed Name and Title of Authorized Individual: Donna McConico, CEO

**Agency Name: Partnership for Families, Children and Adults**

**Service Provided: Homemaker Services**

Please follow the pattern of the document and insert your responses directly into the answer box underneath each question.

**1. Need for Service**

Describe the need in your service area for the Homemaker or Adult Day Care services. Is there any indication that the need for this service is increasing, decreasing, or remaining the same?

There is a growing need for homemaker services in the Southeast area of Tennessee. Referrals from APS are received on a regular basis for most counties. Many frail elderly and disabled persons are able to remain at home if they have some assistance and support with the tasks of daily living which they can no longer manage alone. The Homemaker Program provides this assistance, as well as valuable emotional support and encouragement. Even while funding remains flat or decreases, the need for homemaker services continues to increase. For vulnerable adults with no resources, the Partnership is able to provide a critical service that allows them to continue to function in their own homes as independently as possible.

**2. Program Proposal**

Describe the specific Homemaker or Adult Day Care program services you propose to provide and address any significant changes from the FY 2014-15 contract period.

The Homemaker program allows elderly and disabled individuals to remain in their own homes as they age, in as independent and fulfilling a manner as possible, delaying or preventing the need for care in an institution. Homemaker services is defined as a supportive in-home service provided by qualified para-professionals (homemakers) working under the supervision of professional staff (case managers). Partnership has highly experienced homemakers and case managers who help our most vulnerable citizens to manage the challenge of day to day tasks and to enjoy a better quality of life. Homemaker Services offer assistance with routine activities of daily living including: help with simple health care routines, performance of routine household chores, shopping, nutrition, consumer education and assistance with household budgeting, and necessary activities. The 2014-15 contract continues to provide flat funding for homemaker services. It is anticipated that the project will serve the same counties with less homemakers due to the increasing cost of service and the flat rate of funding. The need to place more individuals on waiting lists will be a result of limited/flat funding.

**3. Proposed Units of Service**

Estimate the number of clients you expect to serve and the proposed units by county.

The estimated number of clients we expect to serve for 2014-15 will be 106 clients.  
 Proposed units by county:  
 Bledsoe- 9 clients  
 Bradley- 9 clients  
 Grundy- 6 clients  
 Hamilton- 42 clients  
 Marion- 15 clients  
 McMinn- 9 clients  
 Meigs- 1 client

Polk	1 client
Rhea-	10 clients
Sequatchie	5 clients

4. **Estimated Costs**

Provide an estimate of the average unit cost for one day of Adult Day Care services or one visit for Homemaker services per individual.

The average unit cost for one visit for Homemaker services is \$85.75. ( 2hrs visit)

5. **Expenditures**

How does the agency monitor expenditures to ensure all contract funds are expended by the end of the contract period?

The agency monitors expenditures monthly, reviewed by fiscal services and staff.

6. **Cognizant Agency**

Which state agency is your cognizant agency?

Tennessee Department of Human Services

7. **Sub-Contract**

If any services proposed for this grant are to be provided through a sub-contract arrangement, identify the sub-contractor, including name, mailing address and phone number, and specific program services to be provided. Note: All sub-contracts must be approved by the Department. Attach a copy of all subcontracting agreements as Attachment K.

Provide the name and position title of the person in your agency who will oversee this sub-contract arrangement. Describe the frequency and types of contacts you will have with the sub-contractor(s).

N/A

8. **Funding**

Provide a brief description of your agency's service plan if federal SSBG funding is decreased or eliminated. How much time would be necessary to implement this plan? What percentage of your Homemaker or Adult Day Care program budget is represented by these SSBG funds? If you have other sources of funds used for homemaker or adult day care services, what are the sources of those funds?

If SSBG funding is decreased or eliminated, the agency will reduce services with a reduction of staff, implemented in 30 days. SSBG funds represent 80% of the Homemaker budget. Other sources of funding is the United Way, which provides 20% match money.

9. **Staff**

- A. For each staff position included in the proposed program budget, attach a job description (Attachment I) and information on the minimum required qualifications for each position. If the proposed service falls under Performance or Licensure standards, **staff must meet the qualifications established by those standards.**

See attached job descriptions

B. Identify which staff persons, by job title, are involved in the delivery of services.

Regina McDevitt Sr. Director  
Beverly Stuckey, Program Manager  
Margie Schleenbaker, Secretary  
Juliet Mark, Case Worker  
Sheryl Dungan, Case worker  
Rhonda Marshall, homemaker  
Drenda Pittman, homemaker  
Patsy Fann, homemaker  
Brenda Griffin, homemaker  
Faye Curtiss, homemaker  
Meshelle Nelson, homemaker  
Sherrie Workman, homemaker  
Alice Hindman, homemaker  
Debbie Rollins, homemaker

C. Describe your agency's orientation process for new employees, including staff person responsible for providing orientation training.

Orientation / Training for all new employees (Homemakers) includes a minimum of forty hours of classroom training and seventy-five hours of supervised on-the-job training. The homemaker staff does training, as well as outside sources.

## 10. Training

### A. In-Service Training

Describe your agency's plan for annual in-service training for all employees included in the proposed program budget. Provide specific information on the number of days or hours of training required annually, category or subject content to be used, and whether the training is provided in-house or through other sources. Describe how employee training hours are documented. Attach training plan as Attachment H.

Thirty – Forty hours of in-service training is provided to the homemaker staff during each contract year. All training of homemakers is documented, with homemakers filling out a training form. Professional staff will attend quarterly staff development sessions provided by the agency. In addition, staff will be given opportunities to participate in program in service, seminars, workshops, and conferences which will enhance their professional development.

### B. Civil Rights Training

Describe your agency's plan for compliance with the provisions Title VI of the Civil Rights Act of 1964. Identify the staff person assigned this responsibility. Discuss the training plan for staff and volunteers. Describe how complaints are handled.

Training plan for staff and volunteers contains annual Title VI training for all staff and is scheduled by Human Resources. Additional opportunities to complete the training occur programmatically with staff individually or in group. See Title VI Plan attached.

**11. Emergency Preparedness Plan**

Provide a brief description of your agency's emergency preparedness planning and training for staff. Include in this description a Continuity of Operations Plan (COOP) and provide the contact information name(s), phone, and cell phone for the Department to use in the event of any emergency. Also, include a basic business resumption plan (how will clients know how and when to contact your agency for services). If your agency has satellite offices include information for the administrative offices and all satellite offices.

The Partnerships Emergency /Disaster Policy and Procedures are attached. The primary contact person for Partnership is Sandra Hollett, CEO at 423-697-3813, cell phone 423-544-9517. The CEO works with local, state and federal authorities to coordinate and identifies which agency staff provide essential functions. Directors and supervisors are notified and it is their responsibility to contact staff and clients to inform them of cessation of services and that they will be informed when homemaker services will resume. See Attached Plan.

**12. Limited English Proficiency (LEP)**

Discuss how your agency meets the needs of LEP (Limited English Proficient) persons who seek your services including how often your agency serves clients who do not speak English and the language(s) you encounter most often.

See Title VI attachment

**13. Persons with Disabilities**

Describe how the agency meets the specific needs of persons with disabilities who may need interpreter or other special services.

See Title VI attachment

**14. Information & Confidentiality**

Discuss the type of information obtained on each client and how issues of confidentiality and release of information are handled. Attach Conflict of Interest policy as Attachment J.

All referrals are received from the Adult Protective Services units of the Tennessee Department of Human Services. The Adult Protective Services caseworker submits a written referral which describes the client's situation and outlines the reasons that homemaker services are needed. The referral includes a service plan and specifies the number of times that homemaker service is to be provided each week. Confidentiality, Grievance process and Client rights are all explained to the client at intake. The client is then asked to sign a Method of Complaint, Appeal or Grievance form, a Voluntary Contribution form, and a Release of Information form. Application for Service, is used to gather statistical information for agency use. Other information includes a medical information form, directions to client's home form, consent for financial transactions, and emergency contact form and activity sheets for homemakers' schedules.

All homemaker program staff shall follow the agency's policy regarding client confidentiality. Names and addresses of service recipients and all information provided regarding them shall remain confidential. Information provided verbally or contained in case records shall not be released with out the written consent of clients. Conflict of Interest policy is attached.

**15. Referral Process**

Describe referral procedures as well as coordination with the Department of Human Services and other agencies.

All referrals are received from the Adult Protective Services units of the Tennessee Department of Human Services. When an opening is available in a homemaker schedule, the Partnership case worker will contact the APS worker in order to update the referral if there is a need and to arrange a joint visit with the client.

**16. Delivery Process**

Describe in detail the service delivery process beginning with the intake procedures and ending with case closure procedures for Protective Service Clients.

When an opening occurs in a homemaker's schedule, the caseworker who supervises that homemaker will contact an APS worker and have a meeting with the prospective client to do a plan of care. During this visit, the client's needs are explored and if homemaker services determined to be needed and appropriate, a plan of care is developed with the client's participation. Clients are then given a copy of the Homemaker Services' Method of Complaint, Appeal or Grievance Form and the right to contribute to the Homemaker Program is explained and the client is asked to sign a Voluntary contribution form, which acknowledges that this right has been explained. Partnership's case worker completes a written assessment and shares plan of care with homemaker.

The Partnership case worker coordinates and supervises the activities of the homemaker. Also, the worker contacts the client during the first two weeks of service in order to ensure that service delivery is going as planned, and contacts the client at least quarterly by telephone. The case worker also visits the client's home at six month intervals in order to evaluate service delivery.

If the Protective Service caseworker determines that Adult Protective Services are no longer needed by a client, the worker may send a Termination of Services (905), indicating that the APS case is being closed, but that homemaker services are authorized to continue.

**17. Partners**

Discuss service coordination between your agency and community partners.

Community partners are Department of Human Services and United Way. Community resources are important in providing services to clients. Staff have relationships and coordinate services and referrals to other local organizations to assist clients when needed.

**18. Client Engagement**

List the ways your agency solicits input and suggestions from clients on your agency's service provision.

The client's progress toward goals is set by the Department of Human Services, Partnership staff and the client. Achievement of self-sufficiency, prevention of institutionalization, or prevention of abuse or neglect is monitored in each re-assessment and at case closings. A Customer Survey is mailed to all clients annually. Feedback obtained is used to assess consumer satisfaction and to alert staff to the need for changes in service provision or programming.

The number of clients who have been maintained at home with supportive services is determined at the time of quarterly reporting for the Agency-wide Performance Quality Improvement meeting through reviews of monthly reports and caseworker input.

**19. Volunteer Engagement**

Describe involvement, if any, of volunteers in this program description.

The homemaker program had two volunteer shoppers in 2012-2013. There is a need for volunteers in this program and Partnership recruits for this program.

**Authorized Signatory**

If someone other than the Board Chair is authorized to enter into contracts and sign legal documents on behalf of the board, please complete the authorization statement below.

All contracts between the Department of Human Services and the grantee must be signed by an individual authorized to act for the applicant and to assume responsibility for the obligations imposed by the terms and conditions of the grant award.

It is the agency's responsibility to inform the Department when the signatory for their agency changes. **Failure to keep the Department informed of signatory changes will delay processing of any subsequent contract amendments.**

\_\_\_\_\_ Sandra Hollett, CEO \_\_\_\_\_ is authorized to enter into legal agreements and sign documents on behalf of \_\_\_\_\_ Partnership for Families, Children, and Adults Inc. \_\_\_\_\_ (Agency)

\_\_\_\_\_  \_\_\_\_\_  
Signature of Board Chair

\_\_\_\_\_ \_\_\_\_\_  
Printed Name of Board Chair

**Certification**

I undersigned, certify that I am submitting this application on behalf of

\_\_\_\_\_ Partnership for Families, Children and Adults, Inc. \_\_\_\_\_

Agency

and that to the best of my knowledge the information contained herein is true and accurate. Any false or misinformation could jeopardize the grant funding awarded.

Signature of Authorized Individual: Sandra Hollett Date: 6/12/14

Printed Name and Title of Authorized Individual: SANDRA L Hollett, CEO

\_\_\_\_\_ is authorized to enter into legal agreements and sign documents on behalf of \_\_\_\_\_  
(Agency)

\_\_\_\_\_  
Signature of Board Chair

\_\_\_\_\_  
Printed Name of Board Chair

**Certification**

I undersigned, certify that I am submitting this application on behalf of

\_\_\_\_\_  
Agency

and that to the best of my knowledge the information contained herein is true and accurate. Any false or misinformation could jeopardize the grant funding awarded.

Signature of Authorized Individual: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title of Authorized Individual: \_\_\_\_\_

**HAMILTON COUNTY GOVERNMENT  
SOCIAL SERVICES BLOCK GRANT PROPOSED BUDGET  
FY 2014/2015**

GRANTEE: Hamilton County Government  
PROGRAM NAME: Homemaker

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period  
BEGINNING: July 1, 2014 ENDING: June 30, 2015

EXPENSE OBJECT LINE-ITEM CATEGORY <small>schedule(s) attached as applicable</small>	FY 14/15 GRANT CONTRACT	20% COUNTY MATCH	FY 14/15 TOTAL PROJECT
1 Salaries	\$ 98,000.00	\$ 24,501.00	\$ 122,501.00
2 Benefits & Taxes	\$ 23,452.00	\$ 5,863.00	\$ 29,315.00
4, 15 Professional Fees/Grant & Awards			
5 Supplies	\$ 2,480.00	\$ 620.00	\$ 3,100.00
6 Telephone	\$ 3,648.00	\$ 912.00	\$ 4,560.00
7 Postage & Shipping	\$ 408.00	\$ 102.00	\$ 510.00
8 Occupancy			
9 Equipment Rental & Maintenance			
10 Printing & Publications	\$ 616.00	\$ 153.00	\$ 769.00
11, 12 Travel/Conferences & Meetings	\$ 14,780.00	\$ 3,695.00	\$ 18,475.00
13 Interest			
14 Insurance	\$ 2,016.00	\$ 504.00	\$ 2,520.00
16 Specific Assistance to Individuals			
17 Depreciation			
18 Other Non-Personnel			
20 Capitol Purchase			
22 Indirect Cost	\$ 33,600.00	\$ 8,400.00	\$ 42,000.00
24 In-Kind Expense			
N/A Grantee match Requirement (for any amount of the required Grantee Match that is not specifically delineated by other budget line-items)			
25 GRAND TOTAL	\$ 179,000.00	\$ 44,750.00	\$ 223,750.00

**MEMO OF UNDERSTANDING BETWEEN  
HAMILTON COUNTY, TN  
AND  
PARTNERSHIP FOR FAMILIES, CHILDREN, AND ADULTS, INC.**

**THIS MEMO OF UNDERSTANDING is made and is entered into by and between HAMILTON COUNTY, TN, hereinafter referred to as “COUNTY”, and PARTNERSHIP FOR FAMILIES, CHILDREN, AND ADULTS, INC., a non-profit corporation chartered under the laws of the State of Tennessee, with authority to enter into and execute this Memo of Understanding, hereinafter referred to as “PROVIDER”.**

**WHEREAS, the COUNTY is committed to the improvement of services to Hamilton County citizens and their families; and,**

**WHEREAS, the PROVIDER desires to provide services for Hamilton County citizens and their families**

**NOW, THEREFORE, the parties agree to the following:**

**I. The PROVIDER agrees:**

**A. SCOPE OF SERVICES--**

- A.1. The PROVIDER shall provide all service ad deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this subcontract.**
- A.2. To provide homemaker services for approximately forty five (45) adults based on a two hour unit of service (visit) at approximately \$85.75 per unit/visit. The homemaker service is to consist of, but not limited to, in-home support services to frail elderly and disabled persons who need assistance to remain in their own homes in as independent and fulfilling a manner as possible by assisting with activities of daily living, thus preventing unnecessary institutionalization or placement outside the home. The program will confer with DHS Adult Protective Services Staff and other compliance standards in accordance with the current Department of Human Services’ State Application for the Social Services Block Grant (SSBG) program; SSBG Eligibility Policy; SSBG Homemaker Performance Standards; Department of Mental Health and Developmental Disabilities’ Licensure Standards for Personal support Services**

Agencies; all applicable Office of Management and Budget (OMB) circulars; and all applicable Department of Human Services' program and fiscal policy memorandums.

**A.3. The PROVIDER shall participate in interagency planning and program development in an effort to achieve the highest level of coordination and integration of unduplicated service**

**A.4. The PROVIDER shall provide case management and supportive services to adults referred by the Department of Human Services Adult Protective Services (APS) staff. The PROVIDER may continue to provide services to income eligible clients who were being provided SSBG Homemaker services by the grantee prior to July 1, 2006.**

**APS clients shall be accepted regardless of age and without regard to income. Consultation with APS is required before a client is denied service or a case is closed. Client health and safety concerns shall be discussed with APS as soon as identified. If an agreement cannot be reached on the issue, the State (Community Services) shall make the final decision. Once case closure has been recommended and APS closes their case, the program shall wait 30 days to reassess.**

**APS clients not served within 7 days will be maintained on a waiting list and served in chronological order (excludes those with critical needs that may be moved to the top of the list upon APS recommendation). Clients shall not remain on the waiting list longer than 90 calendar days. A corrective action plan is required for clients over the 90 day waiting period. The waiting list shall be updated at least once per month with a copy of the list forwarded to local APS staff and COUNTY by the 1<sup>st</sup> business day of the month.**

**A.5. The PROVIDER shall provide a range of services designed to assist low-income individuals to maintain their independence for as long as possible. The activities funded through this grant may include:**

- **assistance with limited personal care, such as bathing, toileting, eating, dressing, grooming, and walking;**
- **help with simple health care routines, such as reminders to maintain diet restrictions and reminders to do recommended exercises;**
- **performance of routine household chores, such as sweeping, mopping, dusting, making beds, washing dishes, etc.;**
- **performance of washing, ironing, mending and caring for clothing;**
- **assistance in obtaining appropriate medical care;**

- providing and/or arranging transportation to essential shopping and errands with or for the individual (for example, grocery shopping, having prescriptions filled, paying bills);
- preparation of and/or providing education about the preparation of nutritious, appetizing meals;
- provision of consumer education and assistance with household budgeting;
- giving assistance and instruction to individuals or caregivers in taking or giving medications;
- provision of assistance in the selection and purchase of items needed to make the home adequate for the individual;
- assisting the individual or caregiver in establishing or improving a home;
- assisting the individual or caregiver in learning to use community resources;
- teaching good grooming and healthy living habits;
- provision of temporary supervision of an individual in his/her own home in the absence of the caregiver in an emergency situation, such as illness of the caregiver or temporary absence of the caregiver;
- conferring with DHS Adult Protective Services Staff;
- other:

**A.6. To determine eligibility for clients using written guidelines, service authorization, and technical assistance provided by the COUNTY and, or State.**

**A.7. The PROVIDER shall actively provide services to clients a minimum of 30 days after services have been initiated.**

**A.8. The PROVIDER shall meet performance benchmarks, as defined by the COUNTY and, or State. Failure to meet the benchmark shall require the PROVIDER to submit a Corrective Action Plan for approval. Continued failure to meet subsequent benchmarks may result in a reduction of funding.**

- 1. The PROVIDER shall provide Adult Day Care services for a minimum number of individuals throughout the subcontract period, as approved by the COUNTY**
- 2. The Grantee shall ensure quality customer service. The Grantee will query clients using a state approved survey upon case closure. If the survey results in less than an 80% satisfaction rate, the agency shall develop a corrective action plan to address the deficiency.**

**A.9. PROVIDER shall establish a formal process by which an individual or family who receives assistance may be terminated in the event that program violations occur;**

**A.10. The PROVIDER shall employ a procedure for client appeals. Furthermore, the PROVIDER shall ensure that the appeal procedure is explained to all potential clients.**

**A.11. The PROVIDER shall submit monthly service reports including, but not limited to, program and client statistics, demographics, etc. in the format and timeline provided by**

the COUNTY as supporting documentation to the agency's monthly invoice. Payment of the monthly invoice is contingent upon the timely, accurate, complete receipt of the monthly reports.

- A.12. To comply with all applicable licensing and program eligibility requirements. Any lapse in licensure due to program violations during the term of this subcontract shall result in program reimbursements being withheld until the requirements for licensure have been met.
- A.13. To comply with Tennessee Code annotated, Sections 37-1-403 and 76-6-103 by reporting cases of suspected abuse to the COUNTY.
- A.14. PROVIDER will indemnify and hold harmless the COUNTY, its officers, agents, employees, and Commissioners from all costs, claims, demands or suits for all costs for injury to person or property, including death and civil rights actions or any other claims which may arise out of any and all negligent acts or omissions of the PROVIDER and any other negligence of the PROVIDER arising out of the performance of this Agreement;
- A.15. PROVIDER is to have in place in its administrative office appropriate administrative and technical safeguards to comply with protected health information, "PHI," as defined by Health Insurance Portability and Accountability Act (HIPAA).

**B. CONTRACT PERIOD:**

- B.1. This subcontract shall be effective for the period beginning July 1, 2014 and ending on June 30, 2015. The PROVIDER hereby acknowledges and affirms that the COUNTY shall have no obligation for PROVIDER services or expenditures that were not completed within this specified contract period.
- B.2. Term Extension. The State reserves the right to extend this subcontract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the subcontract period is effected prior to the current, contract expiration date by means of a subcontract amendment. If a term extension necessitates additional funding

beyond that which was included in the original subcontract, such funding will also be effected through a subcontract amendment.

**C. PAYMENT TERMS AND CONDITIONS:**

**C.1. Payment Methodology.** The PROVIDER shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this subcontract, the PROVIDER shall submit invoices prior to any reimbursement of allowable costs.

**C.2. Invoice Requirements.** The PROVIDER shall invoice the COUNTY no more often than once monthly, with all necessary supporting documentation,

**C.3. Budget Line-items.** Expenditures, reimbursements, and payments under this subcontract shall adhere to the subcontract budget. The PROVIDER may vary from a subcontract budget subtotal line-item amount by up to ten percent (10%) of the line-item subtotal amount under the categories: Salary, Fringe, Other Costs, and Admin Cost, provided that any increase is off-set by an equal reduction of other subtotal line-item amount(s) such that the net result of variances shall not increase the total subcontract amount detailed by the subcontract budget.

**D. STANDARD TERMS AND CONDITIONS:**

**D.1. Required Approvals.** The COUNTY is not bound by this subcontract until it is signed by the agreeing parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

**D.2. Termination for Convenience.** The COUNTY may terminate this subcontract without cause for any reason. Said termination shall not be deemed a breach of contract by the COUNTY. The COUNTY shall give the PROVIDER at least thirty (30) days written notice before the effective termination date. The PROVIDER shall be entitled to

compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the COUNTY be liable to the PROVIDER for compensation for any service which has not been rendered. The final decision as to the amount, for which the COUNTY is liable, shall be determined by the COUNTY. Should the COUNTY exercise this provision, the PROVIDER shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.3. Termination for Cause.** If the PROVIDER fails to properly perform its obligations under this subcontract in a timely or proper manner, or if the PROVIDER violates any terms of this subcontract, the COUNTY shall have the right to immediately terminate the subcontract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the State for damages sustained by virtue of any breach of this subcontract by the PROVIDER.
- D.4. Subcontracting.** The PROVIDER shall not assign this subcontract or enter into any agreement for any of the services performed under this subcontract without obtaining the prior written approval of the COUNTY. If such agreements are approved by the COUNTY, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the PROVIDER shall be the prime contractor and shall be responsible for all work performed.
- D.5. Conflicts of Interest.** The PROVIDER warrants that no part of the total subcontract 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 PROVIDER in connection with any work contemplated or performed relative to this subcontract.

The PROVIDER acknowledges, understands, and agrees that this subcontract shall be null and void if the PROVIDER is, or within the past six months has been, an employee

of the State of Tennessee or if the PROVIDER is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

**D.6. Lobbying. The PROVIDER 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 PROVIDER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.**
- c. The PROVIDER 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 sub-recipients shall certify and disclose accordingly.**

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.**

**D. 7. Nondiscrimination. The PROVIDER 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 Subcontract or in the employment practices of the PROVIDER 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 PROVIDER shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

**D.8. Public Accountability.** If the PROVIDER is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this subcontract involves the provision of services to citizens by the PROVIDER on behalf of the COUNTY, the PROVIDER agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the PROVIDER shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

**NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454**

**D.9. Public Notice.** To ensure that all notices, information pamphlets, press releases, research reports, signs, and similar public notices prepared and released by PROVIDER shall include the statement: "This project is funded (in part) under an agreement with Hamilton County Government." The statement must also include the State approved statement, "This project is funded under an agreement with the Department of Human Services." PROVIDER shall display a sign (to be provided by the County) in the vicinity of the front or main entrance of each program location informing the public that the program is funded by Hamilton County Government.

**D.10. Records.** The PROVIDER (and any approved subcontractor) shall maintain documentation for all charges under this subcontract. The books, records, and documents of the PROVIDER (and any approved subcontractor), insofar as they relate to work performed or money received under this subcontract, shall be maintained for a

period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the COUNTY, the State, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>.

- D.11. **Monitoring.** The PROVIDER's activities conducted and records maintained pursuant to this subcontract shall be subject to monitoring and evaluation by the COUNTY, State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. **Annual Report and Audit.** The PROVIDER shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this subcontract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any PROVIDER that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the PROVIDER may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the PROVIDER and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The PROVIDER shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the PROVIDER shall be subject to

the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- D.13. Procurement.** If other terms of this subcontract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The PROVIDER shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this subcontract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the PROVIDER's compliance with applicable federal procurement requirements.
- The PROVIDER shall obtain prior approval from the State before purchasing any equipment under this subcontract.
- D.14. Strict Performance.** Failure by any party to this subcontract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this subcontract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.15. Independent Contractor.** The parties hereto, in the performance of this subcontract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this subcontract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over

the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The PROVIDER, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the PROVIDER's employees, and to pay all applicable taxes incident to this subcontract.

- D.16. **Liability.** The COUNTY shall have no liability except as specifically provided in this subcontract.
- D.17. **Force Majeure.** The obligations of the parties to this subcontract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.18. **Completeness.** This subcontract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This subcontract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. **Severability.** If any terms and conditions of this Subcontract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Subcontract are declared severable.
- 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 Subcontract, these special terms and conditions shall control.
- E.2. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Subcontract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid,

by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

- E.3. **Subject to Funds Availability.** The subcontract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the COUNTY reserves the right to terminate the subcontract upon written notice to the PROVIDER. Said termination shall not be deemed a breach of contract by the COUNTY. Upon receipt of the written notice, the PROVIDER shall cease all work associated with the subcontract. Should such an event occur, the PROVIDER shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the PROVIDER shall have no right to recover from the COUNTY any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. **Insurance.** The PROVIDER being a governmental entity pursuant to T.C.A. 29-20-102, shall carry liability insurance in such minimum amounts as required by the Governmental Tort Liability Act or shall be self-insured for all claims permitted by the Act for the minimum amounts required by such Act.
- E.5. **No Equipment Acquisition.** This subcontract does not involve the acquisition and disposition of equipment acquired with funds provided under this subcontract
- E.6. **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 PROVIDER by the COUNTY or acquired by the PROVIDER on behalf of the COUNTY shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be

disclosed, and all necessary steps shall be taken by the PROVIDER to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The PROVIDER's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the PROVIDER of this subcontract; previously possessed by the PROVIDER without written obligations to the COUNTY to protect it; acquired by the PROVIDER without written restrictions against disclosure from a third party which, to the PROVIDER's knowledge, is free to disclose the information; independently developed by the PROVIDER without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit PROVIDER to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the PROVIDER due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Subcontract.

**E.7. Environmental Tobacco Smoke.** Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the PROVIDER 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 PROVIDER 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 Subcontract.

**E.8. Prohibited Advertising.** The PROVIDER shall not refer to this Grant or the PROVIDER's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the PROVIDER or the PROVIDER's services are

endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this subcontract in perpetuity.

- E.9. **Civil Rights Compliance.** The PROVIDER shall file a copy of an “Assurance compliance” (Form HHS 690) with the U.S. Department of Health and Human Services Office of Civil Rights, retaining a copy of the form in its file to be made available, upon request, to the COUNTY or State.
- E.10. **Drug-Free Workplace.** The PROVIDER shall maintain a drug-free workplace in accordance with the “Drug-Free Workplace Act of 1998”.
- E.11. **Disaster Recovery / Business Continuity Plan.** The PROVIDER acknowledges and assures the COUNTY that it has in place a disaster recovery/business continuity plan that may be executed in the event of a natural or man-made disaster. Said plan shall be made available to the COUNTY or State upon request.

II. The COUNTY agrees:

- A. That, subject to the availability of funds, to pay PROVIDER for services covered by this Memo of Understanding. The total cost of these services will not exceed: Tennessee

Department of Human Services	\$179,000
Hamilton County Government	\$ 44,750
Total	\$223,750

- B. HAMILTON COUNTY will reimburse funding to “PROVIDER” on a monthly basis upon receipt of the monthly funding request which consists of three (3) properly completed forms: (1) Tennessee Department of Human Services Report of SSBG Clients/Units Served by Classification, (2) client list with designated eligibility classification 3) State of Tennessee Invoice for Reimbursement (comprehensive) line item budget. Forms may be revised or changed as necessary. Each monthly funding request packet must be received by the 20<sup>th</sup> of the next month or date as designated. Incomplete or inaccurate packets will be returned to the agency and considered late if not corrected and returned to Hamilton County by the submission deadline of the 20th. The COUNTY will monitor the correctness of eligibility of clients based on written guidelines, service

authorizations, and technical assistance proved by the State. Additional reports and deadlines may be added or revised as necessary.

**III. The Parties hereinto mutually agree:**

The definition of service(s) contained as an exhibit of this memo of understanding may be renegotiated by either party by giving written notice of at least thirty (30) days to the other;

**A. This memo of understanding may be terminated by either party by giving written notice to the other at least ninety (90) days before the effective date of termination.**

**In the event of termination, the parties shall be entitled to receive satisfactory, authorized work completed as of the termination date;**

**B. If federal funds are used to support this memo of understanding, PROVIDER shall comply with all federal regulations in the performance of his duties under this memo of understanding;**

**C. That this memo of understanding is for the period beginning 7-1-2014 and ending 6-30-2015.**

IN WITNESS WHEREOF, this MEMO OF UNDERSTANDING is executed on this the 6<sup>th</sup> day of June, 2014.

HAMILTON COUNTY, TN

BY: \_\_\_\_\_

HAMILTON COUNTY AUTHORIZED OFFICIAL

PARTNERSHIP FOR FAMILIES CHILDREN & ADULTS

BY: Robert Taylor, CFO

PRESIDENT, BOARD OF DIRECTORS or  
BOARD AUTHORIZED AGENCY REPRESENTATIVE



Subscribed and sworn to before me, in my presence, this 16<sup>th</sup> day of June, 2014, a Notary Public in and for Hamilton County, State of Tennessee.

Ann Gunter my Commission expires: May 21, 2017

**MEMO OF UNDERSTANDING BETWEEN  
HAMILTON COUNTY, TN  
AND  
SIGNAL CENTER, INC.**

**THIS MEMO OF UNDERSTANDING is made and is entered into by and between HAMILTON COUNTY, TN, hereinafter referred to as “COUNTY”, and SIGNAL CENTERS, INC., a non-profit corporation chartered under the laws of the State of Tennessee, with authority to enter into and execute this Memo of Understanding, hereinafter referred to as “PROVIDER”.**

**WHEREAS, the COUNTY is committed to the improvement of services to Hamilton County citizens and their families; and,**

**WHEREAS, the PROVIDER desires to provide services for Hamilton County citizens and their families**

**NOW, THEREFORE, the parties agree to the following:**

**I. The PROVIDER agrees:**

**A. SCOPE OF SERVICES--**

**A.1. The PROVIDER shall provide all service ad deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this subcontract.**

**A.2. To provide such services for 13 citizens and their families based on a day of service unit. The average unit cost is \$45.16 per one day of service. 235 days of service will be provided. Program and fiscal responsibilities will be performed in accordance with the current Department of Human Services State Application for the Social Services Block Grant; SSBG Eligibility Policy; SSBG Adult Day Care Policies; Department of Human Service’ Adult Day Care Licensure Standards; and all applicable Office of Management and Budget (OBM) circulars; and all applicable Department of Human Services’ program and fiscal policy memorandums.**

- A.3. The PROVIDER shall participate in interagency planning and program development in an effort to achieve the highest level of coordination and integration of unduplicated service**
- A.4. To provide case management and supportive services to adults referred by the Department of Human Services' Adult Protective Services (APS) staff and to Income-Eligible clients with preference given to APS clients. APS clients shall be accepted regardless of age and without regard to income. Consultation with APS is required before a client is denied service or a case is closed. Client health and safety concerns shall be discussed with APS as soon as identified. If an agreement cannot be reached on the issue, the State (Community Services) shall make the final decision. Once case closure has been recommended and APS closes their case, the program shall wait 30 days to reassess.**
- APS clients not served within 7 days will be maintained on a waiting list and served in chronological order (excludes those with critical needs that may be moved to the top of the list upon APS recommendation). Clients shall not remain on the waiting list longer than 90 calendar days. A corrective action plan is required for clients over the 90 day waiting period. The waiting list shall be updated at least once per month with a copy of the list forwarded to local APS staff and COUNTY by the 1<sup>st</sup> business day of the month.**
- A.5. To provide a structured program of personal care in an approved community-based facility. The activities funded through this subcontract may include:**
- nutritional services**
  - life enrichment activities**
  - transportation to and from the program**
  - health monitoring**
  - speech and hearing therapy**
  - physical and psychological examination**
  - counseling for the client and/or family**
  - work activities or continuing education, as appropriate**
  -
- A.6. To determine eligibility for clients using written guidelines, service authorization, and technical assistance provided by the COUNTY and, or State.**
- A.7. The PROVIDER shall actively provide services to clients a minimum of 30 days after services have been initiated.**

- A.8. The PROVIDER shall meet performance benchmarks, as defined by the COUNTY and, or State. Failure to meet the benchmark shall require the PROVIDER to submit a Corrective Action Plan for approval. Continued failure to meet subsequent benchmarks may result in a reduction of funding.**
- 1. The PROVIDER shall provide Adult Day Care services for a minimum number of individuals throughout the subcontract period, as approved by the COUNTY**
  - 2. The Grantee shall ensure quality customer service. The Grantee will query clients using a state approved survey upon case closure. If the survey results in less than an 80% satisfaction rate, the agency shall develop a corrective action plan to address the deficiency.**
- A.9. PROVIDER shall establish a formal process by which an individual or family who receives assistance may be terminated in the event that program violations occur;**
- A.10. The PROVIDER shall employ a procedure for client appeals. Furthermore, the PROVIDER shall ensure that the appeal procedure is explained to all potential clients.**
- A.11. The PROVIDER shall submit monthly service reports including, but not limited to, program and client statistics, demographics, etc. in the format and timeline provided by the COUNTY as supporting documentation to the agency's monthly invoice. Payment of the monthly invoice is contingent upon the timely, accurate, complete receipt of the monthly reports.**
- A.12. To comply with all applicable licensing and program eligibility requirements. Any lapse in licensure due to program violations during the term of this subcontract shall result in program reimbursements being withheld until the requirements for licensure have been met.**
- A.13. To comply with Tennessee Code annotated, Sections 37-1-403 and 76-6-103 by reporting cases of suspected abuse to the COUNTY.**
- A.14. PROVIDER will indemnify and hold harmless the COUNTY, its officers, agents, employees, and Commissioners from all costs, claims, demands or suits for all costs for injury to person or property, including death and civil rights actions or any other claims which may arise out of any and all negligent acts or omissions of the PROVIDER and**

any other negligence of the PROVIDER arising out of the performance of this Agreement;

A.15. PROVIDER is to have in place in its administrative office appropriate administrative and technical safeguards to comply with protected health information, "PHI," as defined by Health Insurance Portability and Accountability Act (HIPAA).

B. CONTRACT PERIOD:

B.1. This subcontract shall be effective for the period beginning July 1, 2014 and ending on June 30, 2015. The PROVIDER hereby acknowledges and affirms that the COUNTY shall have no obligation for PROVIDER services or expenditures that were not completed within this specified contract period.

B.2. Term Extension. The State reserves the right to extend this subcontract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the subcontract period is effected prior to the current, contract expiration date by means of a subcontract amendment. If a term extension necessitates additional funding beyond that which was included in the original subcontract, such funding will also be effected through a subcontract amendment.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Payment Methodology. The PROVIDER shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this subcontract, the PROVIDER shall submit invoices prior to any reimbursement of allowable costs.

C.2. Invoice Requirements. The PROVIDER shall invoice the COUNTY no more often than once monthly, with all necessary supporting documentation,

C.3. Budget Line-items. Expenditures, reimbursements, and payments under this subcontract shall adhere to the subcontract budget. The PROVIDER may vary from a subcontract budget subtotal line-item amount by up to ten percent (10%) of the line-item

subtotal amount under the categories: Salary, Fringe, Other Costs, and Admin Cost, provided that any increase is off-set by an equal reduction of other subtotal line-item amount(s) such that the net result of variances shall not increase the total subcontract amount detailed by the subcontract budget.

**D. STANDARD TERMS AND CONDITIONS:**

**D.1. Required Approvals. The COUNTY is not bound by this subcontract until it is signed by the agreeing parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).**

**D.2. Termination for Convenience. The COUNTY may terminate this subcontract without cause for any reason. Said termination shall not be deemed a breach of contract by the COUNTY. The COUNTY shall give the PROVIDER at least thirty (30) days written notice before the effective termination date. The PROVIDER shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the COUNTY be liable to the PROVIDER for compensation for any service which has not been rendered. The final decision as to the amount, for which the COUNTY is liable, shall be determined by the COUNTY. Should the COUNTY exercise this provision, the PROVIDER shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.**

**D.3. Termination for Cause. If the PROVIDER fails to properly perform its obligations under this subcontract in a timely or proper manner, or if the PROVIDER violates any terms of this subcontract, the COUNTY shall have the right to immediately terminate the subcontract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the State for damages sustained by virtue of any breach of this subcontract by the PROVIDER.**

**D.4. Subcontracting. The PROVIDER shall not assign this subcontract or enter into any agreement for any of the services performed under this subcontract without obtaining the prior written approval of the COUNTY. If such agreements are approved by the COUNTY, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the PROVIDER shall be the prime contractor and shall be responsible for all work performed.**

**D.5. Conflicts of Interest. The PROVIDER warrants that no part of the total subcontract 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 PROVIDER in connection with any work contemplated or performed relative to this subcontract.**

**The PROVIDER acknowledges, understands, and agrees that this subcontract shall be null and void if the PROVIDER is, or within the past six months has been, an employee of the State of Tennessee or if the PROVIDER is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.**

**D.6. Lobbying. The PROVIDER 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 PROVIDER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The PROVIDER 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 sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- D. 7. Nondiscrimination. The PROVIDER 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 Subcontract or in the employment practices of the PROVIDER 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 PROVIDER shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Public Accountability. If the PROVIDER is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this subcontract involves the provision of services to citizens by the PROVIDER on behalf of the COUNTY, the PROVIDER agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the PROVIDER shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

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- D.9. Public Notice.** To ensure that all notices, information pamphlets, press releases, research reports, signs, and similar public notices prepared and released by PROVIDER shall include the statement: "This project is funded (in part) under an agreement with Hamilton County Government." The statement must also include the State approved statement, "This project is funded under an agreement with the Department of Human Services." PROVIDER shall display a sign (to be provided by the County) in the vicinity of the front or main entrance of each program location informing the public that the program is funded by Hamilton County Government.
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- D.11. Monitoring.** The PROVIDER's activities conducted and records maintained pursuant to this subcontract shall be subject to monitoring and evaluation by the COUNTY, State, the Comptroller of the Treasury, or their duly appointed representatives.

**D.12. Annual Report and Audit.** The PROVIDER shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this subcontract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any PROVIDER that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the PROVIDER may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the PROVIDER and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The PROVIDER shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the PROVIDER shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

**D.13. Procurement.** If other terms of this subcontract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The PROVIDER shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this

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- D.19. Severability. If any terms and conditions of this Subcontract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Subcontract are declared severable.**

**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 Subcontract, these special terms and conditions shall control.**
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Subcontract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.**

- E.3. Subject to Funds Availability. The subcontract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the COUNTY reserves the right to terminate the subcontract upon written notice to the PROVIDER. Said termination shall not be deemed a breach of contract by the COUNTY. Upon receipt of the written notice, the PROVIDER shall cease all work associated with the subcontract. Should such an event occur, the PROVIDER shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the PROVIDER shall have no right to recover from the COUNTY any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.**
- E.4. Insurance. The PROVIDER being a governmental entity pursuant to T.C.A. 29-20-102, shall carry liability insurance in such minimum amounts as required by the Governmental Tort Liability Act or shall be self-insured for all claims permitted by the Act for the minimum amounts required by such Act.**
- E.5. No Equipment Acquisition. This subcontract does not involve the acquisition and disposition of equipment acquired with funds provided under this subcontract**
- E.6. 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 PROVIDER by the COUNTY or acquired by the PROVIDER on behalf of the COUNTY shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the PROVIDER to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.**

The PROVIDER's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the PROVIDER of this subcontract; previously possessed by the PROVIDER without written obligations to the COUNTY to protect it; acquired by the PROVIDER without written restrictions against disclosure from a third party which, to the PROVIDER's knowledge, is free to disclose the information; independently developed by the PROVIDER without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit PROVIDER to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the PROVIDER due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Subcontract.

**E.7. Environmental Tobacco Smoke.** Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the PROVIDER 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 PROVIDER 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 Subcontract.

**E.8. Prohibited Advertising.** The PROVIDER shall not refer to this Grant or the PROVIDER's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the PROVIDER or the PROVIDER's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this subcontract in perpetuity.

A. The definition of service(s) contained as an exhibit of this memo of understanding may be renegotiated by either party by giving written notice of at least thirty (30) days to the other;

B. This memo of understanding may be terminated by either party by giving written notice to the other at least ninety (90) days before the effective date of termination.

In the event of termination, the parties shall be entitled to receive satisfactory, authorized work completed as of the termination date;

C. If federal funds are used to support this memo of understanding, PROVIDER shall comply with all federal regulations in the performance of his duties under this memo of understanding;

D. That this memo of understanding is for the period beginning 7-1-2014 and ending 6-30-2015.

IN WITNESS WHEREOF, this MEMO OF UNDERSTANDING is executed on this the

\_\_\_\_\_ day of \_\_\_\_\_, 2014.

HAMILTON COUNTY, TN

BY: \_\_\_\_\_

HAMILTON COUNTY AUTHORIZED OFFICIAL

SIGNAL CENTERS, INC.

BY:  \_\_\_\_\_

PRESIDENT, BOARD OF DIRECTORS or

BOARD AUTHORIZED AGENCY REPRESENTATIVE

Subscribed and sworn to before me, in my presence, this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_, a Notary Public in and for Hamilton County, State of Tennessee.



# Hamilton County Board of Commissioners RESOLUTION

No. 714-13

**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 ACCEPT AN AGREEMENT BEGINNING JULY 1, 2014 AND ENDING ON JUNE 30, 2015, BETWEEN HAMILTON COUNTY AND THE CITY OF CHATTANOOGA IN THE AMOUNT OF \$23,306.00 TO PROVIDE FINANCIAL ASSISTANCE TO FAMILIES AND INDIVIDUALS TO PREVENT THOSE FAMILIES AND INDIVIDUALS FROM BECOMING HOMELESS AND TO AMEND THE EXPENSE AND REVENUE BUDGETS BY ADDING \$8,306.00.**

**WHEREAS,** the City of Chattanooga has received Emergency Solutions Grant funds from the Department of Housing and Urban Development; and

**WHEREAS,** these funds are to be used to assist individuals and families imminently at risk of homelessness in maintaining permanent housing; and

**WHEREAS,** the City of Chattanooga seeks to subcontract with Hamilton County to distribute these funds through the Emergency Assistance Program; and

**WHEREAS,** the Hamilton County Emergency Assistance Program already provides temporary assistance to individuals and families with a mission to prevent homelessness and foster self sufficiency.

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

That the County Mayor is authorized to accept an agreement between Hamilton County and the City of Chattanooga in the amount of \$23,306.00 to provide financial assistance to families and individuals for the prevention of homelessness and to amend the Expense and Revenue budgets by adding \$8,306.00.

**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

July 2, 2014

\_\_\_\_\_  
Date

Emergency Solutions Grant (ESG)  
Subrecipient Agreement  
Between

**HAMILTON COUNTY GOVERNMENT  
EMERGENCY ASSISTANCE PROGRAM**

and

The City of Chattanooga

in the amount of \$23,306 for Fiscal Year 2014-2015

**THIS AGREEMENT**, made and entered into by and between the City of Chattanooga, Tennessee, acting through the Department of Economic and Community Development with principal offices at 101 East Eleventh Street, Suite 200, Chattanooga, Tennessee 37402, as part of the first party hereinafter called "City" or "Grantor", and HAMILTON COUNTY GOVERNMENT, a nonprofit corporation organized pursuant to the laws of the State of Tennessee, with principal offices at 108 Hamilton County Courthouse, Chattanooga, TN 37402, and its subcontractors, as part of the second party, hereinafter jointly called "Subrecipient", or "Grantee."

**WITNESSETH**

**WHEREAS**, the Department of Housing and Urban Development (HUD) allocates funds to the City for the purposes of the Emergency Solutions Grant Program; and

**WHEREAS**, funds from the Emergency Solutions Grant were allocated to Subrecipient, and

**WHEREAS**, Subrecipient is an organization which provides emergency shelter; and

**WHEREAS**, Subrecipient has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

**WHEREAS**, the Council of the City of Chattanooga has approved this project and allocated the necessary funds to the project.

**NOW, THEREFORE**, in consideration of the premises and benefits to accrue to the homeless population of the City, the parties hereto agree as follows:

## ARTICLE I. STATEMENT OF WORK

### A. Activities

The Subrecipient will be responsible for administering an ESG Project for fiscal year 2014-2015 in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The approved project will include the following activities eligible under the ESG Program:

#### Project Description

Subrecipient agrees to expend Emergency Solutions Grant Funds for **Homeless Prevention** for 30 households receiving case management and supportive services.

#### General Administration

The Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the ESG program.

### B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the ESG program's National Objectives - 1) engage homeless individuals and families living on the street; 2) improve the number and quality of emergency shelters for homeless individuals and families; 3) help operate these shelters; 4) provide essential services to shelter residents, 5) rapidly re-house homeless individuals and families, and 6) prevent families and individuals from becoming homeless. As defined in CFR Part 570.201(e), this project has been determined to meet the following national objective and outcomes:

Objective #1 – Enhance suitable living environment through improved accessibility.

Outcome #3 – Provide economic opportunity through improved accessibility.

### C. Staffing

The Subrecipient shall assign the following staff as Key Personnel to this project.

#### Staff Member

#### Project Duties

Carla Sewell

Community Services Manager

### D. Performance Monitoring

The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient after being notified by the City, contract termination and all funding may end and the subrecipient may be required

to relinquish any unused funds. Subrecipient must return any unused funds promptly.

This project will be evaluated based on the performance measures listed in Article A, Section C.

### **E. Implementation Schedule and Time of Performance**

Unless amended by mutual written agreement by the Subrecipient and the City, the Subrecipient will perform the described tasks in conformance with the schedule below. If the subrecipient fails to adhere to the timeline indicated below, the following actions will be taken:

1. A formal letter will be sent from the City reminding the subrecipient of their obligations and the time frame for which the subrecipient has for getting back on schedule. If the problem is not rectified;
2. Technical assistance will be provided to the subrecipient to assist in helping to correct the deficiency. If the problem still persists;
3. The subrecipient may be found in breach of contract and all remaining funding may be pulled and reallocated. All expended funding may be repaid to the City for reallocation.

<u>Task/Milestone</u>	<u>Proposed Date of Completion</u>
<b>Case Management</b>	<b>June 30, 2015</b>

The Subrecipient shall perform the activities for the project/program under this Agreement during the timeframe beginning **July 1, 2014 and ending on June 30, 2015. However, the term of this Agreement** and any necessary and applicable provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of ESG funds or other assets, including program income.

### **F. Budget**

<u>Line Item</u>	<u>ESG Funds</u>
<b>Prevention</b>	<b>\$23,306</b>

The City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to this budget must be approved in writing by the City and the Subrecipient.

## **ARTICLE II. TERM OF CONTRACT**

The term of this Agreement shall commence on the date when the Agreement is signed by the Mayor of the City of Chattanooga and shall end at the completion of all program activities or according to ARTICLE X, SUSPENSION AND TERMINATION.

"Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee

between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

### **ARTICLE III. SPECIAL CONDITIONS**

This section intentionally left blank.

### **ARTICLE IV. BUDGET AND METHOD OF PAYMENT**

- A. It is expressly agreed and understood that the total amount to be paid by the Grantor under this contract shall not exceed **\$23,306**. Requests for reimbursements for the payment of eligible expenses shall be made against the line item budget specified in Article I, Section G herein and in accordance with performance.
- B. The City agrees to reimburse the Grantee for project expenses incurred as provided for in Article I, Section G above, provided a suspension of payment as provided for in Article X hereof has not occurred, and provided further that Grantee has complied with the procedures for invoices and payments as set forth in Article V herein.
- C. Requests for reimbursement or disbursement of ESG funds must be accompanied by adequate supporting documentation. If the City disburses ESG funds to Grantee on a basis other than reimbursement, the ESG funds must be expended within seven days of its receipt for the requested disbursement from the City. Grantee may not request disbursement of funds until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
- D. This Agreement is contingent upon the availability of ESG funds.
- E. City and Subrecipient Contact

Communication and details concerning this contract shall be directed to the following contract representatives

City of Chattanooga  
Paula Coleman  
City of Chattanooga  
101 East 11<sup>th</sup> Street, Suite 200  
Chattanooga, TN 37402  
Email: coleman\_p@chattanooga.gov  
Phone: (423) 643-7331  
Fax: (423) 643-7341

Subrecipient  
Carla Sewell  
Hamilton County Government  
317 Oak Street  
Chattanooga, TN 37403  
Email: carlas@hamiltontn.gov  
Phone: (423) 209-6833  
Fax: (423) 209-6834

## **ARTICLE V. PROCEDURES FOR INVOICING AND PAYMENT**

A. Requests by the Grantee for payment shall be on a reimbursement basis accompanied by proper documentation and shall be submitted to the City, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. In no event should the amount of the request exceed actual, eligible costs incurred.

Requests for reimbursement will not be processed prior to the following, at minimum;

1. The City having conducted an environmental review on the project
2. The City receiving a Reimbursement Request Form and Reimbursement Checklist complete with all applicable documentation

### **B. Pre-Award Costs**

Pre-award costs must have prior written approval of the City. To insure the timely start-up or uninterrupted continuation of Subrecipient programs and activities:

1. Subrecipients may incur pre-award costs up to ninety (90) days prior to the effective date of the Agreement **with prior written approval from the City.**
2. Pre-award costs incurred by the Subrecipient must be necessary for the effective and economical conduct of the project, and the costs must be otherwise eligible in accordance with federal guidelines.
3. Any pre-award costs are made at the Subrecipient's risk. The incurring of pre-award costs by the Subrecipient does not impose any obligation on the City to reimburse such costs in the absence of appropriations of federal funds, if an award is not subsequently made, or if an award is made for a lesser amount than the Subrecipient anticipated receiving.

C. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 (implemented at 24 CFR Part 84)

Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

- D. The Subrecipient shall maintain a separate accounting for these funds.
- E. The Subrecipient shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- F. Subject to Subrecipient's compliance with the provisions of this Agreement, the City agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- G. In no event shall the City provide advance funding to the Subrecipient or any subcontractor hereunder. All payments to the Subrecipient by the City as Grantee will be on a reimbursement basis.
- H. Subrecipient shall have an adequate financial system and internal fiscal controls.
- I. Unexpended Funds

At project completion, the City shall retain any unexpended funds. Upon written request, the City may consider the reallocation of unexpended funds to eligible projects proposed by Subrecipient.

#### **ARTICLE VI. PROGRAM INCOME**

- A. Subrecipient agrees that any program income received as a result of this program less eligible costs incidental to the generation of said income shall be returned to the City on a monthly basis, unless specified otherwise. Program income means gross income received by the subrecipient directly generated from the use of ESG funds in accordance with 24 CFR 570.500.
- B. Subrecipient agrees that any program income generated by an activity that is only partially assisted with ESG funds shall be prorated to reflect the percentage of program income to be returned to the City by Subrecipient.
- C. In accordance with 24 CFR 570.503 (b) (8), Subrecipient shall transfer to the City upon expiration of this contract, any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds.
- D. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with ESG funds in excess of **\$23,306** must either:
  - 1. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or

2. Be disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property.
3. In the event that the subrecipient should cease to be a nonprofit entity, liquidate, dissolve, or cease to operate, the subrecipient agrees to assign and transfer to the City of Chattanooga all its rights, title and interest in real property that was purchased and improved using CDBG, HOME Investment Act, and ESG funds.

**ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS**

- A. In order to document the low and moderate income benefit required in 24 CFR 570.200 (a) (2), Subrecipient shall maintain records that document all clients served by the Subrecipient with ESG funds. In addition to records that document the number of clients served, the Subrecipient shall also document each client's race, family size, annual household income, and whether or not the family is female-headed. Such records shall include but not limited to:
1. Records providing a full description of each activity undertaken;
  2. Records demonstrating that each activity undertaken meets one of the National Objectives of the ESG program;
  3. Records required to determine the eligibility of activities;
  4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG assistance;
  5. Records documenting compliance with the fair housing and equal opportunity components of the ESG program;
  6. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
  7. Other records necessary to document compliance with Subpart K of 24 CFR 570.
- B. Subrecipient shall prepare and submit reports relative to this project to the City at the City's request. Grantee shall prepare and submit status reports regarding the activities and overall progress of funding to the City of Chattanooga's Department of Economic and Community Development, at minimum, on a quarterly basis in the format prescribed by the City. Status reports must be submitted by the 15<sup>th</sup> day following the end of the quarter. For the City of Chattanooga those dates are

October 15, January 15, April 15 and July 15. **The subrecipient must participate in the Homeless Management Information System (HMIS), and provide the City with data necessary to fulfill reporting requirements to HUD throughout the program year. Requests for payments or reimbursements will not be processed if the grantee is delinquent in the submittal of these reports. All reports shall be submitted to your City grant contact and copied to:**

**Regina Partap  
City of Chattanooga  
Department of Economic & Community Development  
101 E 11<sup>th</sup> Street, Suite 200  
Chattanooga, TN 37402  
partap\_r@chattanooga.gov**

- C. Subrecipient shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices, which sufficiently and properly reflect all expenditures of funds provided by the City under this Agreement.
- D. Subrecipient shall make all records for this project available to the City, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.
- E. In compliance with 24 CFR part 85.42 regarding retention and custodial requirements for records; Subrecipient shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of four years, with the following qualifications:
  - 1. If any litigation, claim or audit is started before the expiration of the 4-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
  - 2. Records for nonexpendable personal property acquired with Emergency Solutions Grant funds shall be retained for four years after its final disposition. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.
- F. Subrecipients expending over \$500,000 in federal funds during the program year shall provide to the City an organization-wide audited annual financial statement consisting of a balance sheet, income statement and a statement of changes in the financial position, all prepared by a certified public accountant. Such financial disclosure information shall be filed with the City within two hundred seventy (270) calendar days after the close of the Subrecipient's fiscal year. The Subrecipient is responsible for costs associated with the audit. Failure to comply may result in

reallocation of funding and termination of the contract. Other subrecipients shall supply, upon request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by the City under this agreement.

- G. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- H. The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.
- I. The Subrecipient's obligation to the Grantor shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

**ARTICLE VIII. ADMINISTRATIVE AND OTHER PROJECT/PROGRAM REQUIREMENTS**

**A. TERMS AND CONDITIONS**

- 1. Subrecipient shall comply with the policies, guidelines, and requirements of 24 CFR part 85 (codified pursuant to OMB Circular No. A-87), as they relate to the acceptance and use of emergency shelter grant amounts by units of general local government, and 24 CFR Part 84 and OMB Circulars A-110 and A-122 as they relate to the acceptance and use of emergency solutions grant amounts by private nonprofit organizations.
- 2. The City may, from time to time, request changes in the scope of the Agreement and obligations to be performed hereunder by the subrecipient. Such changes, which are mutually agreed upon by and between the City and the subrecipient shall be incorporated by written directive to the subrecipient.

**B. INSURANCE**

At no additional cost to the City, Subrecipient will procure and maintain for the

duration of this Agreement insurance of the types and in the amounts described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by Subrecipient, its agents, representatives, employees, volunteers, or subcontractors.

1) COMMERCIAL GENERAL LIABILITY INSURANCE.

Subrecipient agrees during the term of this Agreement to maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than two million dollars (\$2,000,000) each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it will apply separately to this Agreement, or be no less than two (2) times the occurrence limit. Subrecipient agrees to provide the insurance policies at its sole expense, with commercially reasonable increases in coverage, but in no event shall the insurance coverage be less than the limits set by the Tennessee Governmental Tort Liability Act, as may be amended. Such insurance will:

- i. Contain or be endorsed to contain a provision that includes the City, its officials, officers, and employees as insureds with respect to liability arising out of work or operations performed by or on behalf of Subrecipient including materials, parts, or equipment furnished in connection with such work or operations. The coverage will contain no special limitations on the scope of protection afforded to the above listed insureds. Liability coverage can be provided in the form of an endorsement to Subrecipient's insurance or as a separate owner's policy; and
- ii. For any claims related to this Agreement, be primary insurance as respects the City, its officials, officers and employees. Any insurance or self-insurance programs covering the City, its officials, officers and employees will be in excess of insurance and will not contribute with it.

2) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.

Subrecipient shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee and employers' liability insurance with limits of not less than two million dollars (\$2,000,000). Subrecipient shall require each of its subcontractors to provide workers' compensation for all of the subcontractor's employees to be engaged in such work unless such employees are covered by Subrecipient's workers' compensation insurance coverage.

3) AUTOMOBILE INSURANCE.

Subrecipient shall maintain automobile liability insurance for owned vehicles, hired and non-owned vehicles, with a policy limit of not less than one million dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

4) ADDITIONAL INSURANCE REQUIREMENTS.

Subrecipient shall include the City as additional insured on all property insurance. Proof of said insurance shall be provided to NSCD at closing. Subrecipient shall:

- i. Prior to commencement of services, furnish City with original certificates of insurance and any amendatory endorsements effecting coverage required by this Section, and provide that such insurance will not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days' prior written notice to the City Attorney and NSCD,
- ii. If requested by City, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance;
- iii. Replace certificates, policies and endorsements for any such insurance expiring prior to completion of services;
- iv. Maintain such insurance from the time services commence until services are satisfactorily completed, and note that failure to maintain or renew coverage or to provide evidence of renewal may be treated by City as a breach of contract;
- v. Place such insurance with an insurer that is licensed to do business in Tennessee and has an A.M. Best Company rating of no less than AV; and
- vi. Require all subcontractors to maintain during the terms of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance and Workers' Compensation/Employers' Liability insurance (unless subcontractor's employees are covered by Subrecipient's insurance) in the same manner as specified for Subrecipient, and furnish subcontractor's certificates of insurance to City prior to the commencement of work.
- vii. Furthermore, any deductibles or self-insured retentions must be declared to and approved by City.

## **ARTICLE IX. OTHER REQUIREMENTS**

### **A. Fair Housing**

Subrecipient agrees that it will conduct and administer ESG activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 Fair Housing Act, and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Subrecipient publications and/or advertisements.

### **B. Non-Discrimination**

Subrecipient agrees to comply with 24 CFR Part I, which provides that no person shall on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with federal funds made available pursuant to the Act.

### **C. Affirmative Action**

The grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. The grantee will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. The Grantee agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with ESG activities and to comply with the City's Minority and Women Owned Business Outreach Plan. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

### **D. Non-Discrimination and Residential Property**

Subrecipient agrees, in accordance with Executive Order 11063 and 12259 that it will not discriminate because of race, color, religion, sex, or national origin in the sale, leasing, rental or other disposition of residential property and related facilities, or in the use of occupancy thereof, if such property and related facilities are, among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the Federal Government.

### **E. Labor Standards**

Not applicable to ESG projects.

### **F. Environmental Standards**

Prior to the commitment of funds to an activity, an environmental review must be conducted on each activity by the CD staff. The Subrecipient agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with the City in complying with the Act and regulations, and that no activities will be undertaken until notified by the City that the activity is in compliance with the Act and regulations. It is the responsibility of the Subrecipient to submit a Request for Environmental Review to the City as soon as possible. The Subrecipient will submit the following to request an environmental review:

- i. Request for Environmental Review Form
- ii. Photos of site/property
- iii. Maps
- iv. Site Plans
- v. Design Drawings

The Subrecipient agrees that all activities must be in compliance with the following National Environmental Policy Act (NEPA) laws and authorities:

- i. Historic Preservation [36CFR Part 800]
- ii. Floodplain Management [24 CFR 55; Executive Order 11988]
- iii. Wetlands Protection [Executive Order 11990; 3 CFR §§ 2, 5]
- iv. Coastal Zone Management Act [16 USC 1451, §§307(c), (d)]
- v. Sole Source Aquifers [40 CFR 149]
- vi. Endangered Species Act [50 CFR 402]
- vii. Wild and Scenic Rivers Act [16 USC 1271, §§7(b), (c)]
- viii. Clean Air Act [40 CFR 6, 51, 93]
- ix. Farmland Protection Policy Act [7 CFR 658]
- x. Environmental Justice [Executive Order 12898]
- xi. Noise Abatement and Control [24 CFR 51, Subpart B]
- xii. Explosive and Flammable Operations [24 CFR 51(c)]
- xiii. Toxic Chemicals and Radioactive Materials [24 CFR 58.5(i)]
- xiv. Airport Clear Zones and Accident Potential Zones [24 CFR 51(d)]
- xv. Lead-Based Paint Regulations [24 CFR 35]

## **G. Energy Star**

All new buildings and gut rehabilitation of housing shall be designed to meet the National ENERGY STAR efficiency performance specification. All procedures shall comply with the National Home Energy Rating System guidelines. Also select ENERGY STAR appliances. **Energy Star Fact Sheet** (4 pages) is made as an attachment to this agreement.

## **H. Flood Insurance**

Subrecipient agrees that ESG funds shall not be expended for acquisition or

construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain) unless the community is participating in the National Flood Insurance Program, or less than a year has passed since FEMA notification and flood insurance is obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

#### **I. Displacement and Relocation**

Subrecipient agrees to take all reasonable steps to minimize displacement of persons as a result of ESG assisted activities and will conduct activities assisted with ESG funds in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 24 CFR 570.606.

#### **J. Employment and Business Opportunities**

##### **Section 3**

Subrecipient agrees that to the greatest extent feasible, opportunities for training and employment be given to low and moderate income persons residing within the City, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in, the City.

In accordance with 24 CFR Part 135.5 beneficiaries under Section 3 are residents that reside in public housing or individuals residing in the metropolitan area or non-metropolitan county in which the assistance is expended that are low or very low income and fall within 50-80% of the median family income guidelines. The business concerns are businesses that are 51% or more owned by Section 3 residents; or whose full time employees include persons, at least 30% of whom are currently Section 3 residents or can provide evidence of a commitment to subcontract in excess of 25% of the amount awarded to Section 3 business concerns.

Activities covered under Section 3 include:

- **housing rehabilitation** (including reduction and abatement of lead-based paint hazards, but excludes routine maintenance, repair and replacement)
- **housing construction**, (including reconstruction, conversion) or
- **other public construction projects**, (including other buildings or improvements assisted with housing or community development assistance).

Financed in whole or part using **CDBG, ESG, HOME Investment Act funding and other competitive grants that include Section 108, EDI/BEDI, HOPWA, Self-Help Homeownership Program and Continuum of Care Homeless Assistance Programs.**

The requirements apply to all contractors and subcontractors performing work on covered projects for which the amount of assistance exceeds \$200,000 and a contract or subcontract exceeds \$100,000, with both conditions present. Contracts exclusively for supplies or materials are excluded unless the contract includes installation of materials.

Section 3 data must be reported annually by no later than December 15<sup>th</sup> each year and include the following reporting responsibilities:

- Notifying residents and business concerns about available economic opportunities
- Notifying labor unions and organizations of the contractor's commitments under section 3
- Notifying contractors of their responsibilities and incorporating the Section 3 clause into contracts
- Facilitating training and employment of residents by applying priority preferences at 24 CFR 135.34 (a) (2)
- Awarding contracts to Section 3 Businesses by applying priority preferences at 24 CFR 135.36 (a) (2)
- **Documentation of all actions to comply with Section 3:**
  1. Number of contracts awarded
  2. Number of contracts awarded to Section 3 business concerns
  3. Number of new hires
  4. Number of new hires that are Section 3 residents
  5. Training provided to Section 3 residents
  6. Post notices conspicuously at all section 3-covered work sites describing
    - The section 3 preference
    - The minimum number and job titles subject to hire
    - Apprenticeship and training positions available; the qualifications for each; and the name and location of the person taking applications
    - The anticipated start date of the work

## **K. Hatch Act**

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

### Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer

of employee of Congress, or an employee of a Member of a 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 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 Federal 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 Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) 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; and

#### Lobby Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **L. Lead-Based Paint**

Subrecipient agrees to comply with the Lead Based Paint Poisoning Prevention Act's prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

#### **M. Debarred, Suspended, or Ineligible Contractor**

Subrecipient agrees to comply with 24 CFR part 24 with regard to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status.

#### **N. Conflict of Interest**

Subrecipient agrees to comply with the conflict of interest provisions contained in 24 CFR 85.36, 570.611, and 24 CFR part 84.42 (Revised OMB Circular A-110) as appropriate. No member of the governing body of the subrecipient, City, County, State, or Federal Government who exercises any functions or responsibilities in connection with the carrying out of the project, to which this contract pertains, shall have any personal interest, direct or indirect, in the contract for services performed pursuant to this contract. All personnel required hereunder to perform any repairs specified herein shall be fully qualified and shall be authorized or permitted under applicable Federal, State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed or work under this contract.

#### **O. Drug Free Workplace**

In accordance with 24 CFR part 24, subpart F, Subrecipient agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession, or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

#### **P. Publicity**

Any publicity generated by the Subrecipient for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the City of Chattanooga in making the project possible. The words "City of Chattanooga Department of Neighborhood Services and Community Development; Andy Berke, Mayor, will be explicitly stated in any and all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

#### **Q. Timely Expenditure of Funds**

In accordance with 24 CFR 85.43, if the subrecipient fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Agreement and invoke the Suspension and Termination provisions of

Article X. For purposes of this Agreement, timely expenditure of funds means the Subrecipient shall expend or obligate by contract, if applicable, 100% of its funds within the period specified in the approved timetable located in Article I, Section C and F.

#### **R. Compliance with Laws**

The subrecipient shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract.

#### **S. Assignability**

The subrecipient shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written approval of the City.

#### **T. Equal Employment Opportunity**

The subrecipient agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

#### **U. Affirmative Action**

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

The subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. The subrecipient will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

The Grantee agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with CDBG activities and to comply with the City's Minority and Women Owned Business Outreach Plan.

As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

## **V. Faith-Based Activities**

As provides at 24 CFR 570.200(j),

1. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the ESG program. Neither the Federal government nor a State or local government receiving funds under ESG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
2. Organizations that are directly funded under the ESG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
3. A religious organization that participates in the ESG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide ESG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a ESG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

4. An organization that participates in the ESG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
5. ESG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. ESG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, ESG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to ESG funds in this part. Sanctuaries, chapels, or other rooms that a ESG-funded religious congregation uses as its principal place of worship, however, are ineligible for ESG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).
6. If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, all terms of this agreement are applicable to the funds in total.

## **ARTICLE X.           SUSPENSION AND TERMINATION**

- A. The Subrecipient agrees that if it materially fails to comply with any term of this Agreement, including the timely completion of activities as described in the timetable contained in the Statement of Work at Article I, Section C and F, or the provisions of Article VIII, Section Q, the City may temporarily withhold cash payments pending correction of the deficiency, or wholly or partly suspend or terminate the current award for the Subrecipient's program.
- B. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Subrecipient, and the City, in addition to any other remedies it may have at law or equity, may withhold any payments to the Subrecipient for the purposes of setoff until such time as the exact amount of damages is determined.
- C. In the best interest of the program and in order to better serve the people in the target areas and fulfill the purposes of the Act, either party may terminate this Agreement upon giving thirty (30) days notice in writing of its intent to terminate, stating its reasons for doing so. In the event City terminates the Agreement, City

shall pay Subrecipient for documented committed eligible costs.

- D. Notwithstanding any termination or suspension of this Agreement, Subrecipient shall not be relieved of any duties or obligations imposed on it under Articles V, VI, VII, VIII, IX, XI, and XII of this Agreement with respect to ESG funds previously disbursed or income derived therefrom.

## **ARTICLE XI. NOTICES**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CITY:

Donna C. Williams, Administrator  
Department of Economic and Community Development  
City Hall  
Suite 200  
101 E. 11th Street  
Chattanooga, Tennessee 37402

with a copy to:

Office of the City Attorney  
City Hall Annex  
100 E. 11<sup>th</sup> Street  
Chattanooga, Tennessee 37402

FOR SUBRECIPIENT:

Mayor Jim Coppinger  
Hamilton County Government  
208 Hamilton County Courthouse  
Chattanooga, TN 37402

## **ARTICLE XII. INDEMNIFICATION CLAUSE**

The Subrecipient will at all times hereafter indemnify and hold harmless, the City, its officers, agents, and employees, against any and all claims, losses, liabilities, or

expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Agreement.

**ARTICLE XIII. ALL PRIOR AGREEMENTS SUPERSEDED**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document except as provided in Article XIII. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**ARTICLE XIV. LEGAL PROVISIONS DEEMED INCLUDED**

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and it, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

In witness whereof, the parties hereto have made and executed this Agreement on the respective dates under each signature: THE CITY OF CHATTANOOGA, TENNESSEE, through its City Council, signing by and through its Mayor, authorized to execute same by Council action on the 25<sup>th</sup> day of February, 2014, and HAMILTON COUNTY GOVERNMENT, signing by and through its Executive Director, duly authorized to execute the same.

ATTEST

CITY OF CHATTANOOGA, TN

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Mayor of Chattanooga

\_\_\_\_\_  
Date

AGREEMENT BETWEEN THE CITY OF CHATTANOOGA, TENNESSEE AND HAMILTON COUNTY GOVERNMENT, PROVIDING \$23,306 FOR FUNDING OF EMERGENCY SOLUTIONS GRANT PROJECTS.

WITNESS:

SUBRECIPIENT:

\_\_\_\_\_

\_\_\_\_\_

Becky Barnes, Administrator  
Name/Title (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jim M. Coppinger, County Mayor

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 714-14

## A RESOLUTION APPROVING AN AMENDMENT TO THE HAMILTON COUNTY EMPLOYEE HANDBOOK

WHEREAS, the County Mayor proposes a change to the Hamilton County Employee Handbook regarding Appeals and Workplace Harassment Complaint Procedures

WHEREAS, pursuant to Resolution 1179-16, the Hamilton County Board of Commissioners must approve amendments to the Employee Handbook; and

WHEREAS, a copy of the purposed sections 800/801-Appeals and 802-Workplace Harassment Complaint Procedures for the Hamilton County Employee Handbook is attached hereto and incorporated herein by reference, as a though fully and completely copies verbatim: and

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

Effective July 2, 2014, the attached new section 800/801-802 of the Hamilton County Government Employee Handbook is hereby adopted.

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

July 2, 2014

\_\_\_\_\_  
Date

## 800 – APPEALS/COMPLAINTS

### 801 - Appeals

- I. **Appeal from Discrimination** - Any applicant or employee who has reason to believe that they have been discriminated against in any human resource decision or action because of non-merit factors such as race, national origin, sex, age or physical disability may within 30 days of the alleged incident, appeal in writing to the Equal Employment Opportunity Officer (EEO Officer).
  - A. The EEO Officer will investigate the matter and provide recommendations in writing for appropriate action to the Chief of Staff or Appointing Authority within fourteen (14) calendar days of receiving the complaint.
  - B. The Chief of Staff or Appointing Authority will review the findings of the EEO Officer and take appropriate corrective action if deemed necessary.
  - C. The Chief of Staff or Appointing Authority will prepare and mail or deliver a written summary of actions taken or not taken, including reasons, to the applicant or employee and the EEO Officer within a reasonable period of time, not to exceed fourteen (14) calendar days from the date of receipt by the Chief of Staff or Appointing Authority of the EEO Officer's recommendations.
  - D. The applicant or employee may then appeal in writing to the Employee Appeals Board within thirty (30) calendar days after issuance of the Chief of Staff's or Appointing Authority's summarization.
    - i. A hearing by the Employee Appeals Board will be scheduled within 21 calendar days.
    - ii. The person alleging the discriminatory action will have the right to be heard and to present evidence. If the Board finds that there was discrimination based on non-merit factors other than those that constitute a bona fide occupational qualification necessary to proper and efficient administration, it will order in writing the responsible agency to take appropriate corrective action.
    - iii. A decision by the Board will be rendered in writing no later than 7 days after the hearing.

- II. **Appeal for Suspension, Demotion or Termination** - Any regular employee who is suspended, demoted or terminated may appeal the adverse action through use of the appeals procedure below.
- A. If the employee is dissatisfied with the action taken he/she may appeal within fourteen (14) calendar days from the date of the notice of action taken. The appeal must be in writing to the Administrator of the Division or to the Appointing Authority, if the employee is not within a division of General Government. The Administrator, or his/her designee, will provide a hearing for the appeal within fourteen (14) calendar days and render a written decision within fourteen (14) calendar days of the hearing.
  - B. If the employee is dissatisfied with the decision of the Division Administrator or Appointing Authority, he/she may appeal. The appeal must be in writing to the Human Resources Director within fourteen (14) calendar days of notice of the Division Administrator's or Appointing Authority's decision. Notice will be deemed to have been received by the employee no later than five (5) days after the date of certified mailing to the last known address of the employee. The employee will be provided a hearing for the appeal within fourteen (14) calendar days and a written decision rendered within fourteen (14) calendar days from the date of the hearing.
  - C. Appeals from the decision of the Human Resources Director will be to the Employee Appeals Board. Appeals must be in writing within fourteen (14) calendar days of notice of the Human Resources Director's decision and be filed with the Human Resources Department and forwarded to the Chairman of the Employee Appeals Board. Within fourteen (14) calendar days of receipt of the appeal, the Board will serve the employee and the agency with written notice of the hearing date, which will be no later than 30 calendar days from the receipt of the written appeal. After hearing and considering the facts, the Board will render their decision by a majority voice vote, prepare its findings in written form within fourteen (14) calendar days, and notify the employee and the agency of its decision. Decisions by the Employee Appeals Board will be final.

### 802 – Workplace Harassment Complaint Procedures

- I. Any employee who believes that they have been the subject of workplace harassment should report the alleged act immediately to a supervisor or to the EEO Officer. If the alleged harasser is not a County employee and the complaining party wishes to notify the employer, they will be assisted in forwarding the complaint to the alleged harasser or to the employer of the alleged harasser.
  - A. Whenever possible, the complaining employee should document any incident(s) or information related to the offensive conduct, the date(s) on which it took place and the name(s) of anyone who witnessed the conduct or heard the offensive remarks. It is strongly encouraged that any submission of such documentation to the supervisor or EEO Officer be signed by the complaining employee. If it is a continuing problem, the complaining party should state when it began and document each occurrence prior to the time

of the complaint. A complaint may be filed by a current employee, an applicant, an individual or a group of individuals.

- B. The complaining party will have the right to choose one person to accompany them at any or all stages of the complaint procedure. If the complaining party wishes to be accompanied, they must provide the recipient of the complaint with the identity of the accompanying person at least 3 work days prior to the meeting. If the complaining party or the accused chooses to be accompanied by an attorney, the attorney may only advise the party that requests their attendance during the process, and may neither present the complaining/accused party's case nor question any witnesses. Confidentiality will be maintained during the complaint procedure to the degree allowed by law.
- C. In those instances where an informal resolution is appropriate and requested by the complaining party, the EEO Officer or other appropriate investigating official will advise and assist the individual in resolving the matter.
- D. In those matters not justifying informal resolution, the investigating official will conduct an investigation appropriate to the nature of the inquiry or complaint, by privately interviewing the complaining party, any possible witnesses and the alleged harasser. The information furnished will be maintained by the interviewer(s) during the course of any investigation.
- E. Upon completion of the investigation, the investigating official will prepare a report of the findings, which will be sent to the Chief of Staff and other appropriate elected official within fourteen (14) calendar days of receiving the complaint. The Chief of Staff and/or other appropriate elected official will review the findings of the investigation and take appropriate corrective action. The Chief of Staff or other appropriate elected official will prepare and mail or deliver a written summary of actions taken to the complaining party, the alleged harasser and the EEO Officer within fourteen (14) calendar days from the date of receipt of the investigating official's recommendations.
- F. If the complaining party or alleged harasser is not satisfied with the action taken, they may appeal in writing to the Employee Appeals Board within 30 calendar days from being notified of the action taken. A hearing by the Board will be scheduled within 21 calendar days of the hearing request. Either party will have the right to be accompanied to the hearing by an attorney, be heard and present evidence, but any attorney accompanying either party may only advise the party requesting their attendance, and may neither present the party's case nor question any witness(es). If the Board finds that there was harassment, it will order appropriate corrective action. A written decision by the Board will be rendered no later than 7 calendar days after the hearing is completed.
- G. If the findings of the investigating official indicate that harassment has not occurred, the official will recommend that the matter be closed. If the complaining party and the alleged harasser accept the report as submitted, the EEO Officer will notify the Chief of Staff, appropriate elected official and the alleged harasser that the matter has been closed.

- H. If the investigation reveals a valid complaint, appropriate corrective action to immediately stop the harassment and to prevent its recurrence will be taken. Such action may include, but not be limited to, verbal or written reprimand, suspension, demotion or termination according to Section 700 of this Handbook.
- I. Reprisal or retaliation against the complaining party or witnesses participating in the investigation is prohibited and is an independent ground for disciplinary action.
- J. Any employee who prevents or attempts to prevent any individual from making a complaint of workplace harassment, fails to cooperate with or interferes in any way with the investigation of such a complaint will be subject to discipline according to Section 700 of this Handbook.
- K. It will be the responsibility of managers and supervisors to take all steps necessary to ensure that the provisions of this policy are enforced.
- L. Any employee having questions about the policy may discuss them with the Human Resources Director, Equal Employment Opportunity Officer, County Attorney, a supervisor or other appropriate official.
- M. As an alternative, employees may file a complaint with the Tennessee Human Rights Commission, U.S. Equal Employment Opportunity Commission or they may file a lawsuit in the appropriate court.



# Hamilton County Board of Commissioners

## RESOLUTION

No. 714-15

**A RESOLUTION TO AUTHORIZE EXPENDITURES AT THE DISCRETION OF THE INDIVIDUAL MEMBERS OF THE COUNTY COMMISSION IN AN AGGREGATE AMOUNT NOT TO EXCEED NINE HUNDRED THOUSAND DOLLARS (\$900,000) FROM THE COUNTY LINE OF CREDIT TO BE USED EXCLUSIVELY FOR PUBLIC WORKS CAPITAL PROJECTS AS DEFINED BY TENNESSEE CODE ANNOTATED SECTION 9-21-105.**

WHEREAS, the Hamilton County Board of Commissioners through Resolution 813-22 authorized the issuance of bond anticipation notes in an aggregate amount not to exceed Ninety Million Dollars (\$90,000,000), and defined the public works capital projects eligible for financing under such notes; and

WHEREAS, the Board of Commissioners through Resolution 1013-23 approved a revolving line of credit agreement in order to finance the capital projects authorized above; and

WHEREAS, the Board of Commissioners desires to allocate Nine Hundred Thousand Dollars (\$900,000) of such line of credit funds toward certain public works capital projects as may be identified and designated in the discretion of each of the respective County Commissioners.

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

That the aggregate amount of Nine Hundred Thousand Dollars (\$900,000) of funds from the County line of credit shall be designated toward funding certain capital projects as identified and so designated in the discretion of each County Commissioner, subject to the following conditions:

1. The total of Nine Hundred Thousand Dollars (\$900,000) in designated funds shall be allocated equally amongst the nine (9) Hamilton County Commissioners with each commissioner being authorized to expend his/her respective share of said allocated amount at his/her discretion toward capital projects to promote the general welfare of the residents of Hamilton County.

2. Any designated funds allocated to a commissioner that remains unspent at the end of a commissioner's tenure shall be designated to his/her successor to be spent at their discretion
  
3. All funds designated by this resolution shall be expended only for public works capital projects that are eligible for financing through County bonds and meet the requirements of Tennessee Code Annotated 9-21-105 and Resolution 813-22.

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

July 2, 2014

\_\_\_\_\_

Date



## Hamilton County Board of Commissioners **RESOLUTION**

No. 714-16

**A RESOLUTION TO REAPPOINT T.W. FRANCESCON, JR., AND WILLIAM MADISON, AND TO APPOINT MIRANDA PEREZ AND MANUEL “MANNY” RICO TO THE HAMILTON COUNTY EMPLOYEE APPEALS BOARD FOR TERMS AS INDICATED RESPECTIVELY.**

**WHEREAS,** the Hamilton County Government Personnel Rules and Regulations provide for the appointment of an Employee Appeals Board;

**WHEREAS,** by various appointments made by previous County Commissions over the years, the terms of several appointees have been altered from those originally detailed in the adoption of Resolution No. 180-6, and have resulted in several terms expiring at the same time, but this county legislative body desires to continue said terms as were amended in practice;

**WHEREAS,** Robert Lewis, whose term is set to expire on June, 2015, was appointed by the Commissioners representing Districts 4, 5, and 6, but has tendered his resignation, effective immediately, thereby creating the need for a replacement to be made by said Commissioners;

**WHEREAS,** Commissioners from Districts 1, 2, and 3 have reappointed T. W. Francescon for a 2 year term, commencing June 19, 2014, and expiring June 18, 2016;

**WHEREAS,** Commissioners from Districts 4, 5, and 6 have reappointed William Madison for a 2 year term, commencing June 19, 2014, and expiring June 18, 2016;

**WHEREAS,** Commissioners from Districts 4, 5, and 6 have appointed Manuel “Manny” Rico for a 1 year term, commencing June 19, 2014, and expiring June 2015, and

**WHEREAS,** Commissioners from Districts 7, 8, and 9 have appointed Miranda Perez for a 2 year term, commencing June 19, 2014, and expiring June 18, 2016.

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

That T. W. Francescon and William Madison are hereby reappointed to the Hamilton County Employee Appeals Board for a term beginning June 19, 2014, and ending June 18, 2016;

That Manuel “Manny” Rico is hereby appointed to the Hamilton County Employee Appeals Board for a term beginning June 19, 2014, and ending June 18, 2015;

That Miranda Perez is hereby appointed to the Hamilton County Employee Appeals Board for a term beginning June 19, 2014, and ending June 18, 2016.

**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

July 2, 2014

\_\_\_\_\_  
Date

Born and raised in the suburbs of Atlanta, Miranda Perez moved to the Ooltewah area over 10 years ago. She has been married for five years to her husband, Marcus Perez and they have two children, Aiden and Autumn. Miranda graduated from Kennesaw State University in 2001 with a degree in Communications with an emphasis in Public Relations and a minor in Marketing. While attending Kennesaw State University, she was an active member in Phi Mu Fraternity, Student Government, and served on the board that brought student housing to Kennesaw's campus. Miranda currently works for The Arc of Hamilton County where she is a case manager for individuals with Developmental and Intellectual disabilities. She is involved in the Ooltewah Youth Association, President of the Ooltewah Elementary School PTA, and Hospitality Chair of the Hamilton County PTA. Miranda has begun the process of developing an education fund for all of the elementary schools in District 9 called the Ooltewah Education Fund "OEF". OEF is being founded to financially support and assist in providing the best education to the families in Ooltewah's Elementary Public School System.

Manuel "Manny" Rico

Home address: 1616 W 52nd St  
Chattanooga, TN 37409  
Home Phone 423-821-5228  
Work Phone 423-821-0804  
Cell 423-364-4143

Owner of Rico Monuments

Boards served on:

Past Chairman of Human Rights Human Relations Boards  
Past Chairman Downtown Sertoma Club  
Past Chairman WTCI  
Past Chairman TPO  
Moccasin Bend Mental Health Board  
YCAP Board  
YNCA Metro Board  
Boys Scouts of America  
American Red Cross

Boards serving on now

Goodwill Board  
UTC Chancellors Multicultural Advisory Council  
Southeast Workforce Investment Board  
Blood Assurance  
Taxi Board  
Chairman CCHDO Board  
Chairman Metropolitan Ministries



# Hamilton County Board of Commissioners

## RESOLUTION

No. 714-17

**A RESOLUTION TO APPOINT CONSTANCE J. WILLIAMS TO THE HAMILTON COUNTY HEALTH AND SAFETY HEARING BOARD TO FILL THE VACANCY CREATED BY THE RESIGNATION OF ROBERT LEWIS WHICH IS SCHEDULED TO EXPIRE ON JANUARY 19, 2015.**

**WHEREAS,** the Hamilton County Board of Commissioners adopted Resolution No. 599-14 establishing the Hamilton County Health & Safety Hearing Board; and

**WHEREAS,** Robert Lewis, the appointee representing District Five, and whose term does not expire until January 19, 2015, has submitted his resignation effective immediately, and the Commissioner from said District has appointed Constance J. Williams to fill the vacancy created by said Robert Lewis' resignation.

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

That Constance J. Williams is hereby appointed to the Hamilton County Health and Safety Hearing Board (representing County Commission District Five) to complete the term of Robert Lewis which will expire on January 19, 2015.

**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

July 2, 2014

\_\_\_\_\_  
Date

**Constance J. Williams**

7825 Opal Drive • Chattanooga, TN  
 (H) 892-8806 • (C) 322-6070  
 Age 62

**EDUCATION**

<u>Grades</u>	<u>Schools Attended</u>
1 - 5	Chattanooga Avenue
6	Park Place Elementary
7 - 8	Orchard Knob Junior
9 - 12	Riverside High, Diploma

<u>Undergraduate</u>	<u>School Attended</u>	<u>Degree Earned</u>
1967 - 1971	Tennessee State University	B.S. Elementary Education

<u>Graduate School</u>		
1979 - 1981	UTC	Master's Ed. - Elementary Counseling
1983 - 1984	Trevecca Nazarene College	45 hours - Educational Administration and Supervision

**WORK EXPERIENCE**

<u>Years of Employment</u>	<u>Employer</u>	<u>Position Held</u>
1971 - 1973	Model Cities Program	Supervisor, Information/Evaluation
1973 - 2003	Hamilton County Schools	Elementary Teacher Elementary Counselor Middle School Counselor
12/2003	Retired	Hamilton County Schools



# Hamilton County Board of Commissioners

## RESOLUTION

No. 714-18

**A RESOLUTION TO MAKE CERTAIN FINDINGS RELATING TO THE CHATTEM CHEMICALS, INC. PROJECT, TO DELEGATE CERTAIN AUTHORITY TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA, AND TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES.**

**WHEREAS**, pursuant to Tennessee Code Annotated, Section 7-53-305(b) the County of Hamilton (the "County") is permitted to delegate to The Industrial Development Board of the City of Chattanooga (the "Board") the authority to negotiate and accept payments in lieu of ad valorem taxes from lessees of the Board upon a finding by the County that such payments are deemed to be in furtherance of the Board's public purposes; and

**WHEREAS**, Chattem Chemicals, Inc. (the "Company") is contemplating the acquisition and installation of certain machinery, equipment and other personal property to be located in a manufacturing facility in Chattanooga, Hamilton County, Tennessee, (the "Project") and because of the substantial economic benefits to the City of Chattanooga and Hamilton County resulting from the Project, has asked the Board and the County Commission to approve payments in lieu of ad valorem taxes; and

**WHEREAS**, the Commission has determined that payments in lieu of ad valorem taxes from such a project would be in furtherance of the Board's public purposes as set forth within Chapter 53 of Title 7 of the Tennessee Code Annotated;

**NOW, THEREFORE, BE IT RESOLVED BY THIS COMMISSION:**

That we do hereby find that the Project is in the best interest of the County, and that payments in lieu of ad valorem taxes derived therefrom would be in furtherance of the Board's public purposes; and

That, having made such a finding in this instance, we do hereby delegate to the Board the authority to negotiate and accept payments in lieu of ad valorem taxes from the Company, it being further noted that this delegation is for this purpose and this project only; and

That the County Mayor is hereby authorized to enter into an Agreement for Payments In Lieu Of Ad Valorem Taxes in substantially the form attached hereto, with such changes thereto as he shall approve; and,

**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

July 2, 2014

\_\_\_\_\_

Date

**AGREEMENT FOR PAYMENTS IN LIEU  
OF AD VALOREM TAXES**

**THIS AGREEMENT** (the “Agreement”) is made and entered into as of this the \_\_\_ day of \_\_\_\_\_, 2014, by and among **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA** (the “Board”); **CHATTEM CHEMICALS, INC.**, a Delaware corporation (the “Company”); the **CITY OF CHATTANOOGA** (the “City”); and **HAMILTON COUNTY** (the “County”) and is joined in, for purposes of evidencing their acceptance of the agency relationship established herein, by **WILLIAM F. HULLANDER and his successors, acting in the capacity of HAMILTON COUNTY TRUSTEE** (the “Trustee”), and by **WILLIAM C. BENNETT and his successors, acting in the capacity of HAMILTON COUNTY ASSESSOR OF PROPERTY** (the “Assessor”).

**WITNESSETH:**

**WHEREAS**, the Company is contemplating the acquisition of machinery, equipment and other personal property, as more particularly described on Exhibit A attached hereto and incorporated herein (the “Property”), for installation in connection with an expansion to the Company’s manufacturing facility located in Chattanooga, Hamilton County, Tennessee (the “Project”), resulting in the creation of at least 25 full-time jobs by the Company and the addition of at least \$6,000,000 in personal property over a three (3) year period between **[January 1, 2014]** and **[January 1 2017]** (the “Investment and Job Creation Period”), which jobs shall have an average annual wage (excluding benefits) equal to at least \$43,500.00 (collectively the “Investment, Jobs and Wage Projection”), and has requested the Board’s assistance with the Project; and

**WHEREAS**, the Company is further contemplating an additional expansion of the Company’s manufacturing facilities on the Property (the “Optional Expansion”), resulting in the creation of at least 25 additional full-time jobs by the Company and the addition of at least \$10,000,000 in property (the “Expansion Property”) over an additional three (3) year period, as is described more fully in Section 4, below; and

**WHEREAS**, substantial economic benefits to the City and County economies will be derived from the Project; and

**WHEREAS**, the Board has agreed to take title to the Property and, as applicable, the Expansion Property, together with all additions thereto, replacements thereof, and substitutions therefor and to lease the Property and Expansion Property to the Company (the “Lease”); and

**WHEREAS**, because the Property and, as applicable, the Expansion Property are to be owned by the Board, which is a public corporation organized under the provisions of Tennessee Code Annotated, §7-53-101, et seq., the Property and Expansion Property will be exempt from ad valorem property taxes (“property taxes”) normally paid to the City and to the County, so long as such property is owned by the Board, pursuant to the provisions of Tennessee Code Annotated, § 7-53-305; and

**WHEREAS**, for the public benefit of the citizens of the City and the County, the Board has requested that the Company make certain payments to the Board in lieu of the payment of property taxes that would otherwise be payable on the Property and the Expansion Property; and

**WHEREAS**, the Company has agreed to make such payments to the Board in lieu of the property taxes otherwise payable on the Property and, as applicable, the Expansion Property (the “In Lieu Payments”), as more particularly set forth hereinafter; and

**WHEREAS**, the Board has been authorized to receive the In Lieu Payments in lieu of property taxes by resolutions adopted by the City and the County, acting through their duly elected Council and Commission, respectively, which resolutions delegate to the Board the authority to accept the In Lieu Payments upon compliance with certain terms and conditions, including, without limitation, the requirement that the Board collect and expend such payments in furtherance of the public purposes for which the Board was created; and

**WHEREAS**, the Company and the Board have agreed that all In Lieu Payments made to the Board by the Company, shall be paid to the Trustee, who shall disburse such amounts to the City and the County in accordance with the requirements specified herein; and

**WHEREAS**, the Board wishes to designate the Assessor as its agent to appraise the Property and assess a percentage of its value in the manner specified herein; and

**WHEREAS**, the Board wishes to designate the Trustee as its agent to receive the In Lieu Payments in accordance with the terms of this Agreement;

**NOW, THEREFORE, IN CONSIDERATION OF** the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Designation of Assessor; Appraisal and Assessment of Property and Expansion Property. The Board hereby designates the Assessor as its agent to appraise and assess the Property and, as applicable, the Expansion Property. The Assessor shall appraise and assess the Property in accordance with the Constitution and laws of the State of Tennessee as though such property were subject to property taxes. The Assessor shall give the Trustee, the City Treasurer, the Board, and the Company written notice of any changes in appraisals of the Property and Expansion Property in the same manner that notices are given to owners of taxable property. The Assessor shall make available to the Board and the Company all records relating to the appraisal and assessment of the Property and the Expansion Property.

2. Designation of Trustee; Computation and Billing of Payments In Lieu of Taxes. The Board hereby designates the Trustee as its agent to compute the amounts of the In Lieu Payments, to receive such payments from the Company, and to disburse such payments to the City and the County. On or about October 1 of each year during the term of this Agreement, the Trustee shall compute the taxes which would be payable on the Property and, as applicable, the Expansion Property, if such property were subject to property taxes, in accordance with the Constitution and laws of the State of Tennessee and in accordance with the appraisal and assessment of the Assessor. Each year hereunder, the Trustee shall send the Board and the Company bills for appropriate amounts of In Lieu Payments (the “Tax Bill”).

3. Payments in Lieu of Taxes. After receipt of the Tax Bill, the Company shall pay to the Trustee the amounts indicated on the Tax Bill in accordance with the amount set forth below in Paragraph 4. The In Lieu Payments shall be made in lieu of the property taxes which would otherwise be payable on the Property if it were subject to property taxes.

4. Amount of Payments by the Company.

(a) Initial Period ([2016 – 2019]). For the four (4) year period covering and inclusive of years [2016 through 2019] (the “Initial Period”), the Company shall make In Lieu Payments with respect to the Property in an amount, as determined by the Assessor and the Trustee, equal to the following percentage of taxes that would have been paid on the Property if the Property were subject to such taxes:

Year	City General Fund	County General Fund	County School Fund
2016	0%	0%	100%
2017	25%	25%	100%
2018	40%	40%	100%
2019	50%	50%	100%

For the avoidance of doubt, the parties intend that the Company shall make (i) In Lieu Payments in an amount equal to one hundred percent (100%) of all ad valorem taxes that would be dedicated to the support of the County school system, which the parties acknowledge and agree currently equates to twenty-seven and one tenth percent (27.1%) of the amount of the total City and County taxes that would have been payable on the Property if it were subject to property taxes (the “School Portion”), and (ii) In Lieu Payments in an amount equal to the above graduated amounts for all other ad valorem taxes of the City and the County, excluding the educational portion of the County ad valorem taxes.

(b) Optional Expansion. The Company shall have the option, but not the obligation, to activate an additional incentive period by electing to undertake an “Optional Expansion”. To make such an election, the Company must give written notice of such election to the City, County and Board at any time on or before [July 1, 2018]. By electing to undertake an Optional Expansion, the Company shall be required to make or cause to be made an additional capital investment in its facilities and operations in the County of at least \$10,000,000 (as defined above, the “Expansion Property”) and to create at least 25 new employees in the County within the three (3) year investment and job creation period specified in the Company’s notice (but in no event ending later than [July 1, 2021]) (the “Optional Expansion Investment and Job Creation Period”), which jobs shall have an average annual wage (excluding benefits) equal to at least \$43,500.00 (the “Optional Expansion Investment, Jobs and Wage Projection”). Upon the election of the Company, the Expansion Property shall be eligible for an additional “Optional Expansion Period” of five (5) years beginning January 1 of the year after the year in which the Company gives notice of its election and covering and inclusive of five (5) years. For the term of the Optional Expansion Period, the Company shall make In Lieu Payments with respect to the Expansion Property in an amount, as determined by the Assessor and the Trustee, equal to the following percentages of taxes that would have been paid on the Expansion Property if the Expansion Property were subject to such taxes:

Year	City General Fund	County General Fund	County School Fund
Year 1	0%	0%	100%
Year 2	25%	25%	100%
Year 3	40%	40%	100%
Year 4	50%	50%	100%
Year 5	50%	50%	100%

For the avoidance of doubt, the parties intend that the Company shall make (i) In Lieu Payments in an amount equal to one hundred percent (100%) of all ad valorem taxes that would be dedicated to the support of the County school system, which the parties acknowledge and agree currently equates to twenty-seven and one tenth percent (27.1%) of the amount of the total City and County taxes that would have been payable on the Expansion Property if it were subject to property taxes (the “School Portion”), and (ii) In Lieu Payments in an amount equal to the above graduated amounts for all other ad valorem taxes of the City and the County, excluding the educational portion of the County ad valorem taxes.

(c) Other Periods; Offset of Tax Payments. For any periods before the Initial Period or after the Initial Period that the Property is owned by the Board and leased to the Company and, if applicable, for any periods before or after the Optional Expansion Period that the Expansion Property is owned by the Board and leased to the Company, the Company shall make In Lieu Payments in an amount, as determined by the Assessor and the Trustee, equal to one hundred percent (100%) of the amount of taxes that would have been payable on the Property or Expansion Property, as applicable, if it were subject to property taxes. Notwithstanding the above, any amounts assessed as property taxes against the Property or the Expansion Property shall be credited against any In Lieu Payments due under this Agreement.

5. Penalties and Late Charges. The Company shall make the In Lieu Payments for each year during the term before March 1 of the following year. All In Lieu Payments shall be subject to penalties, late charges, fees and interest charges as follows:

(a) If the Company fails to make any In Lieu Payment when due, and such failure to pay shall continue and not be fully paid by March 1, then a late charge shall be charged and shall also be immediately due and payable. The late charge shall be in the amount of one and one-half percent (1-1/2%) of the owed amount for each thirty (30) day period when there remains any outstanding unpaid amount. Additional late charges of one and one-half percent (1-1/2%) of the amount shall accumulate and become immediately due and payable upon the expiration of each subsequent thirty (30) day period when there remains any outstanding unpaid amount.

(b) If the Company should fail to pay all amounts and late charges due as provided hereinabove, then the Board, the City or the County may bring suit against the Company in the Chancery Court of Hamilton County to seek to recover the In Lieu Payments due, late charges, expenses and costs of collection in addition to reasonable attorneys’ fees.

(c) Reduction of Tax Abatement. If the Company fails to achieve the applicable investment, jobs and wage projection by the end of the Investment and Job Creation

Period or the Optional Expansion Investment and Job Creation Period (as applicable, the “Determination Date”), the City and the County will have an annual option to increase their respective general fund In Lieu Payments for the applicable year of the Initial Period or for the Optional Expansion, as applicable, in accordance with either subsection (d) or (e), immediately below, which shall be the sole remedy in such event. For purposes of this Section, the “Minimum Jobs Requirement” associated with the Investment, Jobs and Wage Projection shall be twenty (20) full-time jobs, and the “Minimum Jobs Requirement” associated with the Optional Expansion shall be twenty (20) full-time jobs, as applicable. For purposes of this Section, the “Minimum Investment” associated with Investment, Jobs and Wage Projection shall be an investment of more than Five Million Dollars (\$5,000,000), and the “Minimum Investment” associated with the Optional Expansion shall be an investment of more than Ten Million Dollars (\$10,000,000), as applicable.

(d) Annual Employment Review. Within thirty (30) days after the end of the Determination Date, and on or before January 31 of each year thereafter, the Company will provide an annual report to the Mayor of the City, the Mayor of the County and the Chattanooga Area Chamber of Commerce certifying the number of full-time workers employed as of the Determination Date and, thereafter, during the preceding year in connection with the Project or the Optional Expansion. After the Determination Date, if the Company fails to satisfy the Minimum Jobs Requirement, the City and the County may elect to increase the amount of their respective general fund In Lieu Payments on the Property or Expansion Property, as applicable, for the current year by the percentage difference between the Minimum Jobs Requirement and the number of full-time positions actually created by the Company within the County in connection with the Project or the Optional Expansion, as applicable. In no event shall the Company’s annual general fund In Lieu Payments exceed one hundred percent (100%) of the general fund taxes that would be assessed against the Property or Expansion Property if it were subject to general fund taxes.

Example I:     Total number of full-time positions added = 16  
                  20-16 = 4  
                  4/20 = 20%  
                  Annual In Lieu Payment = 50% (Section 4, above)

Final In Lieu Payment = 50% + 20% = 70%  
(The general government In Lieu Payments due on the Property or Expansion Property, as applicable, could be increased to 70% of the general fund taxes that would be assessed against the Property or Expansion Property for the then-current abatement year if it were subject to property taxes)

Such formula shall be evaluated on an annual basis with the understanding that no increase pursuant to this Section shall occur under the annual employment review in any year in which the number of new full-time positions of the Company in the County equals or exceeds the applicable Minimum Jobs Requirement.

(e) Annual Review of Capital Investment. Within thirty (30) days after the Determination Date, the Company will provide a report to the Mayor of the City, the

Mayor of the County and the Chattanooga Area Chamber of Commerce certifying its capital investment in the Project or the Optional Expansion, as applicable, as of the Determination Date. If the Company fails to satisfy the Minimum Capital Investment on or before the Determination Date, then on or before January 31 of each year thereafter and continuing until the Minimum Capital Investment has been satisfied, the Company will provide an annual report to the Mayor of the City, the Mayor of the County, and the Chattanooga Area Chamber of Commerce certifying the capital investment made by the Company in the Property or Expansion Property. After the Determination Date, if the Company fails to satisfy the Minimum Capital Investment, the City and the County may elect to increase the amount of their respective general fund In Lieu Payments on the Property or Expansion Property, as applicable, for the current year by the percentage difference between the Minimum Capital Investment and the capital investment actually made by the Company in the Property or Expansion Property, as applicable. In no event shall the Company's annual general fund In Lieu Payments exceed one hundred percent (100%) of the general fund taxes that would be assessed against the Property or Expansion Property if it were subject to general fund taxes.

Example II:	Total amount of Company		
	capital investment	=	\$3,750,000
	\$5,000,000 - \$3,750,000	=	\$1,250,000
	\$1,250,000 / \$5,000,000	=	25%
	Annual In Lieu Payment	=	50% (Section 4, above)

Final In Lieu Payment = 50% + 25% = 75%  
 (The general government In Lieu Payments due on the Property or Expansion Property, as applicable, could be increased to 75% of the general fund taxes that would be assessed against the Property or Expansion Property for the then-current abatement year if it were subject to property taxes)

Such formula shall be evaluated on an annual basis until the Minimum Capital Investment has been met or exceeded, whereupon no further evaluations or increases of the general fund In Lieu Payment for the Property or Expansion Property, as applicable, under this Section shall occur.

(f) Single Adjustment Regarding Tax Abatement. If the annual employment review under subsection (d) and the investment review under subsection (e) indicate an annual increase for the Property or Expansion Property, and if the City and the County elect to increase the amounts of their respective general government In Lieu Payments, then the City and the County shall determine whether the increase under (i) subsection (d) or (ii) subsection (e) shall apply. The annual increases shall not be combined. If the City and the County elect to increase the amount of their respective general government In Lieu Payment for the Property and Expansion Property pursuant to the annual employment review under subsection (d), then the City and County may not, in the same year, also elect to increase the amount of their respective general fund In Lieu Payments pursuant to subsection (e). For example, using Examples I and II, shown above, the City and the County may elect to either (i) increase the amount of their respective annual general fund In Lieu Payments under subsection (d) (20%) or (ii) increase the amount of their respective annual general fund In Lieu Payments under subsection (e) (25%).

(g) In the event the Project closes or moves from the County during the Initial Period, the City and the County reserve the right to immediately terminate the tax abatements provided by this Agreement and require the partial repayment of amounts that would have been payable on the Property during the Initial Period as if it were subject to property taxes. In the event the Company elects to undertake an Optional Expansion but the Project closes or moves from the County during the term of the Optional Expansion Period, the City and the County reserve the right to immediately terminate the tax abatements provided by this Agreement and require the partial repayment of amounts that would have been payable on the Expansion Property during the Optional Expansion Period as if it were subject to property taxes.

6. Disbursements by Trustee. All sums received by the Trustee pursuant to Paragraph 3 shall be disbursed to the general funds of the City and the County in accordance with this paragraph and in accordance with the normal requirements of law governing the settlement and paying over of taxes to counties and municipalities. All sums received shall be divided into two (2) accounts, one for the use and benefit of the City and the other for the use and benefit of the County. The account for the use and benefit of the City shall be funded with the proportionate amount to which the In Lieu Payments are attributable to property taxes which would otherwise be owed to the City, and the account for the use and benefit of the County shall be funded with the proportionate amount to which the In Lieu Payments are attributable to property taxes which would otherwise be owed to the County. All sums received by the Trustee pursuant to Paragraph 3 for the benefit of the County school system shall be disbursed to the County and thereafter deposited into an account for the educational use and benefit of the County schools. All disbursements to the general funds of the City and County shall be made by the Trustee subject to the requirement that all funds disbursed may be used by the City and the County only in furtherance of the public purposes of the Board, as described in Tennessee Code Annotated, § 7-53-102.

7. Contest by the Company. The Company shall have the right to contest the appraisal or assessment of the Property or the Expansion Property by the Assessor and the computation by the Trustee of the amount of the In Lieu Payments. If the Company contests any such appraisal or assessment, then they shall present evidence to the Assessor in favor of its position. If the In Lieu Payments being contested shall be or become due and payable, the Company shall make such payments under protest. The Company and the Assessor or the Trustee, as the case may be, shall negotiate in good faith for a period not to exceed sixty (60) days to resolve any disputes as to appraisal, assessment or computation of the In Lieu Payments. If the Company and the Assessor or the Trustee are unable to resolve a dispute, then the Company may file suit in the Chancery Court of Hamilton County to ask that the provisions of this Agreement, including those covering appraisal, assessment and computation, be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute.

8. Lien on the Property. Any amounts which remain payable under this Agreement shall become a lien on the Property or the Expansion Property (as applicable), and such lien shall be enforceable against the Property or Expansion Property in the event that any payment owing hereunder is not timely made in accordance with this Agreement.

9. Term. This Agreement shall become effective on the date that the Board leases the Property to the Company and shall continue for so long as the Board holds title to any

of the Property or the Expansion Property and leases such property to the Company or has made all payments required hereunder, whichever shall later occur.

10. Leasehold Taxation. The Board, the City, the County, the Trustee and the Assessor covenant and agree that the Company's personal property leasehold interest in the Property and Expansion Property shall not be subject to assessment for ad valorem tax purposes, as the Company's leasehold interest is subject to this agreement for payments in lieu of taxes. If the leasehold interest of the Company should be subject to ad valorem taxation, then any amounts assessed as taxes thereon shall be credited against any In Lieu Payments due hereunder, and the parties shall take all reasonable steps, at no additional cost to the Board, to restructure this Agreement and the related Lease Agreement to eliminate the positive leasehold value and to deliver the same economic benefit to the Company as is contemplated under this Agreement without the imposition of any ad valorem taxes on such leasehold value.

11. Notices, etc. All notices and other communications provided for hereunder shall be written (including facsimile transmission and telex), and mailed or sent via facsimile transmission or delivered addressed as follows:

Board or to the City:	Wade A. Hinton City Attorney City of Chattanooga Suite 200, 100 E. 11 <sup>th</sup> Street Chattanooga, Tennessee 37402
The County:	Rheubin M. Taylor County Attorney Hamilton County Government Room 204, County Courthouse Chattanooga, Tennessee 37402
Company:	Chattem Chemicals, Inc. 3708 St. Elmo Avenue Chattanooga, Tennessee 37409 Attention: Jason Paul Allen
With a Copy to:	Miller & Martin PLLC 832 Georgia Avenue Suite 1000 Chattanooga, Tennessee 37402 Attention: Mark W. Smith
The Trustee:	Hamilton County Trustee Hamilton County Courthouse Chattanooga, Tennessee 37402

The Assessor:

Hamilton County Assessor of Property  
Hamilton County Courthouse  
Chattanooga, Tennessee 37402

Any such person may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communication shall be sent. All such notices and communications shall, when mailed by registered and certified mail, return receipt requested, Express Mail, or facsimile, be effective when deposited in the mails or if sent upon facsimile transmission, confirmed electronically, respectively, addressed as aforesaid, or, if otherwise mailed, be effective upon receipt.

12. No Waiver; Remedies. No failure on the part of any party hereto, and no delay in exercising any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

13. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court or jurisdiction, the invalidity of any such clause or provision shall not affect any of the remaining provisions of this Agreement.

14. No Liability of Board's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any incorporator, member, director or officer, as such, of the Board, whether past, present or future, either directly or through the Board. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer, as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties and signatories hereto and to their respective successors and assigns.

16. Governing Law. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

17. Amendments. This Agreement may be amended only in writing, signed by each of the parties hereto, except that the Trustee and the Assessor shall not be required to join in amendments unless such amendments affect their respective duties hereunder.

18. Annual Report. On or before January 31 of each year this Agreement is in effect, the Company shall provide a report to the Mayor of the City and the Mayor of the County summarizing its investment, job creation and wages associated with the Property and, as applicable, the Expansion Property for purposes of analyzing the Company's progress in achieving the applicable Investment, Jobs and Wage Projection.

19. Stormwater Fees. Nothing in this Agreement shall impact the Company's obligation to pay stormwater fees assessed by the City against the real property associated with the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

ATTEST:

**THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE CITY OF CHATTANOOGA**

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

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

**CHATTEM CHEMICALS, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF CHATTANOOGA, TENNESSEE**

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

**HAMILTON COUNTY, TENNESSEE**

By: \_\_\_\_\_  
County Mayor

**WILLIAM F. HULLANDER**

By: \_\_\_\_\_  
Hamilton County Trustee

**WILLIAM C. BENNETT**

By: \_\_\_\_\_  
Hamilton County Assessor of Property

**EXHIBIT “A”**  
**TO PILOT AGREEMENT**

**PROPERTY**

During the Initial Period, the Property shall include all machinery, equipment and other tangible personal property that is located on or about the Company’s facilities located at 3708 St. Elmo Avenue, Chattanooga, Tennessee 37409 or other locations of the Company within the City of Chattanooga and/or Hamilton County between [January 1, 2014] and [January 1, 2017].

During the Optional Expansion Period, the Expansion Property shall also include all machinery, equipment and other tangible personal property that is located on or about the Company’s facilities located at 3708 St. Elmo Avenue, Chattanooga, Tennessee 37409 or other locations of the Company within the City of Chattanooga and/or Hamilton County during the three (3) year Optional Expansion Investment and Job Creation Period in connection with the Optional Expansion.