

Hamilton County Board of County Commissioners

AGENDA

January 20, 2016

ROLL CALL

INVOCATION - Commissioner Haynes

PLEDGE TO THE FLAG - Commissioner Haynes

- Presentation Commissioner Randy Fairbanks will honor JROTC Cadets Trever Henegar, Zachary Shankles and Ryan DesJarlais for their heroism in saving a fellow Cadet from drowning.
- Minutes Recessed Meeting - December 30, 2015
- Minutes Agenda Session - December 30, 2015
- Minutes Regular Meeting - January 6, 2016
- Report Criminal Court Clerks Report November 2015
- Report Order of Designation Planning Commission - Todd Leamon January 11, 2016
- Report Report on Debt Obligation
- Res. No. 116-17 A Resolution to approve and accept applications for notary public positions, and the bonds and oaths of notaries previously elected.
- Res. No. 116-18 A Resolution to rezone from A-1 Agricultural District to O-1 Office District, property located at 6143 Ooltewah-Georgetown Road.
- Res. No. 116-19A A Resolution to rezone from C-2 Local Business Commercial District to R-3 Apartment-Townhouse District, property located at 2139 Cummings Highway.
- Res. No. 116-19B A Resolution to rezone from C-2 Local Business Commercial District to R-3 Apartment-Townhouse District, property located at 2139 Cummings Highway.
- Res. No. 116-20 A Resolution to reappoint Patricia Moore as an associate member to the Hamilton County Board of Zoning Appeals for a term ending January 20, 2021.
- Res. No. 116-21 A Resolution making an appropriation to Dallas Bay Volunteer Fire Department for a total amount of twenty nine thousand five hundred dollars (\$29,500.00) from General Fund discretionary monies and discretionary bond fund monies, as allotted to District Three.
- Res. No. 116-22 A Resolution approving the expenditure of up to four thousand dollars (\$4,000.00) from discretionary bond funds (as allotted to District Nine) to purchase lab equipment for Harrison Elementary School.
- Res. No. 116-23 A Resolution making an appropriation to Junior Achievement of Chattanooga, Inc., in the amount of seven hundred fifty dollars (\$750.00) from General Fund discretionary monies, as allotted to District Nine.
- Res. No. 116-24 A Resolution making an appropriation to Psi Lambda Educational Foundation, Inc., in the amount of three thousand five hundred dollars (\$3,500.00) from General Fund discretionary monies, as allotted to District Four.
- Res. No. 116-25 A Resolution making an appropriation to Ancient Egyptian Arabic Order Nobles Mystic Shrine, Inc., Hyksos Temple #123, in the amount of Two Thousand Dollars (\$2,000.00) from General Fund discretionary monies, as allotted to District Four.
- Res. No. 116-26 A Resolution authorizing the County Mayor to apply for a \$200,528 clean energy grant sponsored by the Tennessee Department of Environment and Conservation that will help pay for a lighting system upgrade in the Courts Building that is estimated to cost \$417,425.
- Res. No. 116-27 A Resolution to make certain findings relating to the Yanfeng U.S. Automotive Interior Systems I LLC 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.

- Res. No. 116-28 A Resolution (1) Establishing the minimum bid amount for certain parcels of property acquired by Hamilton County through previous delinquent tax sales. (2) Authorizing the offer of said parcels for sale at that minimum bid amount, and (3) Authorizing certain said parcels to be offered for sale for an amount less than the total amount of taxes, penalty, cost and interest accumulated against the property.
- Res. No. 116-29 A Resolution to authorize the County Mayor to enter into and execute an agreement with Moreland Altobelli Associates, Inc for construction and special inspection testing necessary for construction of the Nolan Elementary School addition for an amount not to exceed \$48,191.50 of previously budgeted funds.
- Res. No. 116-30 A Resolution authorizing the County Mayor to submit an application to the Tennessee Department of Transportation (TDOT) and to the Tennessee Department of Environment and Conservation (TDEC) for an amount not to exceed \$1,250,000, which includes a required matching contribution not to exceed \$125,000, to fund replacement of outdated heavy equipment for the Hamilton County Highway Department.
- Res. No. 116-31 A Resolution allowing the Hamilton County Building Commissioner (by and through the Director of Building Inspection) to collect a one hundred dollar (\$100) fee associated with a new application for the Board of Zoning Appeals Public Hearing.
- Res. No. 116-32 A Resolution to authorize the County Mayor to enter into and execute an agreement with GEOServices, LLC for construction and special inspection testing necessary for the construction of the Wolftever Creek Elementary School Addition for an amount not to exceed \$51,869.00 of previously budgeted funds.
- Res. No. 116-33 A Resolution accepting the bid of Ford of Murfreesboro for model year contract unit pricing for police pursuit utility vehicles for Hamilton County and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 116-34 A Resolution accepting the quotation of DataWorks Plus, LLC for software maintenance and support for the LiveScan Plus System amounting to \$35,656.00 for the Sheriff's Office and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 116-35 A Resolution accepting a State of Tennessee, Governor's Highway Safety Office grant for the "remove intoxicated and impaired drivers" project with a term ending September 30, 2016 and amending the Sheriff's Office operating budget by adding \$74,997 to revenues and expenditures.
- Res. No. 116-36 A Resolution to authorize the County Mayor to enter into a contract between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency and Hamilton County in the amount of \$ 150,500 (One Hundred Fifty Thousand and Five Hundred Dollars).
- Res. No. 116-37 A Resolution ratifying the purchase of gasoline and diesel fuel for the period of December 1, 2015, through December 31, 2015, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 116-38 A Resolution authorizing the County Mayor to renew the agreement with the State of Tennessee on behalf of the Tennessee Bureau of Investigation for Hamilton County Information Technology Services and Hamilton County Geographic Information Systems to provide professional services throughout calendar year 2016 in support and development of software for the Tennessee Bureau of Investigation not to exceed \$275,000, and to amend the General Fund revenue and expenditure budgets by \$275,000.
- Res. No. 116-39 A Resolution authorizing the County Mayor on behalf of Hamilton County Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to sign an amendment to the continuation Grant-In-Aid with the Tennessee Department of Health increasing it from \$371,300.00 to \$435,897.00 to support the delivery of Public Health services for fiscal year July 1, 2015 – June 30, 2016.
- Res. No. 116-40 A Resolution authorizing the County Mayor to sign a continuation contract with the Tennessee Department of Health and Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department, for the time period April 1, 2016 – March 31, 2017 in an amount not to exceed \$199,500.00 to support the medical case management of persons infected with HIV/AIDS in Hamilton County.

Res. No. 116-41

A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to sign an amendment contract with the Tennessee Department of Health to accept a one time amount of \$25,000.00 to expand the Infant Mortality FIMR program to promote 17 hydroxyprogesterone 17 P among eligible pregnant women in the community to prevent premature births for the time period from February 1, 2016 through June 30, 2016 in the amount of \$25,000.00 and continue to provide for the coordination of Fetal Infant Mortality Review and community infant mortality reduction services in accordance with the Tennessee Department of Health's guidelines.

Res. No. 116-42

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, 2016 through December 31, 2016.

ANNOUNCEMENTS

DELEGATIONS ON MATTERS OTHER THAN ZONING

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

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
DECEMBER 30, 2015**

STATE OF TENNESSEE) Recessed Meeting
COUNTY OF HAMILTON) December 30, 2015

BE IT REMEMBERED, that on this 30th day of December, 2015, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Chester Bankston, Chairman. Deputy County Clerk Brooke Weaver called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Beck, Commissioner Boyd, Commissioner Fields, Commissioner Haynes, Commissioner Mackey, Commissioner Smedley, and Chairman Bankston. Commissioner Fairbanks and Commissioner Graham were absent. Total present – 7. Total absent -2.

Chairman Bankston reported that Commissioner Fairbanks and Commissioner Graham would not be present for today’s meeting. He also acknowledged that Commissioner Beck arrived after roll was called.

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

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
DECEMBER 30, 2015**

Commissioner Fields introduced County Attorney Rheubin Taylor who gave the invocation. Commissioner Fields led in the pledge to the flag.

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

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

Respectfully Submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

W.F.K.
Clerk's Initials

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
DECEMBER 30, 2015**

STATE OF TENNESSEE) Agenda Preparation Session
COUNTY OF HAMILTON) December 30, 2015

BE IT REMEMBERED, that on this 30th day of December, 2015, 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 Chester Bankston, Chairman. Deputy County Clerk Brooke Weaver called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Beck, Commissioner Boyd, Commissioner Fields, Commissioner Haynes, Commissioner Mackey, Commissioner Smedley, and Chairman Bankston. Commissioner Fairbanks and Commissioner Graham were absent. Total present – 7. Total absent -2.

Chairman Bankston reported in today’s recess meeting that Commissioner Fairbanks and Commissioner Graham would not be present.

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
DECEMBER 30, 2015**

COMMITTEE ASSIGNMENTS

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

- An Amended Trustee Excess Fee Report for October 2015 will be submitted for the record.
- The Trustee's Monthly and Excess Fee Reports for November 2015 will be submitted for the record.
- Resolution No. 116-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution Nos. 116-12 through 116-14 was assigned to the Finance Committee, chaired by Commissioner Boyd.
- Resolution Nos. 116-2 through 116-11 and 116-15 was heard by a Committee of the Whole.

Chairman Bankston stated that Resolution Nos. 116-2 through 116-11 and 116-15 would now be heard by the Committee of the Whole.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 116-2

Chairman Bankston spoke regarding this item, which reappoints Patricia L. Henry and Andrew C. Mullins to the Hamilton County Health and Safety Hearing Board to

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AGENDA PREPARATION SESSION
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serve a four year term beginning January 6, 2016 and ending January 6, 2020. Patricia L. Henry will represent District Seven and Andrew C. Mullins will represent District Nine.

Chairman Bankston asked if there was any further discussion. There was none.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 116-3

Commissioner Bankston spoke regarding this item, which reappoints Michael J. Griffin to the Chattanooga-Hamilton County Hospital Authority Board of Trustees for a term ending December 7, 2019.

Chairman Bankston asked if there was any further discussion. There was none.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 116-4

Chairman Bankston spoke regarding this item, which appropriates \$5,000 to Snow Hill Recreation League from general fund discretionary monies as allotted to district nine. It was noted that the funds would assist with maintenance and repairs.

Chairman Bankston asked if there was any further discussion. There was none.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 116-5

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Commissioner Mackey spoke regarding this item, which appropriates \$15,000.00 to Harrison Recreational Booster Club from general fund discretionary monies as allotted to District 4. It was noted that the funds would assist with expanding the parking lot and purchasing a piece of property.

Chairman Bankston asked if there was any further discussion. There was none.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 116-6

Commissioner Mackey spoke regarding this item, which appropriates \$15,000.00 to the City of Chattanooga from discretionary bond funds as allotted to District 4. It was noted that the funds would assist with installing lights on a ball field in the Alton Park area.

Chairman Bankston asked if there was any further discussion. There was none.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 116-7

Commissioner Beck spoke regarding this item, which appropriates \$2,500.00 to Stop the Madness National, Inc. from general fund discretionary monies as allotted to

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District 5. It was noted that the funds would assist with the organization's mentoring programs.

Chairman Bankston asked if there was any further discussion. There was none.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 116-8

Commissioner Beck spoke regarding this item, which appropriates \$2,500.00 to Olivet Baptist Church of Chattanooga, Inc. from general fund discretionary monies as allotted to District 5. It was noted that the funds would assist with the anti-gang program.

Chairman Bankston asked if there was any further discussion. There was none.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 116-9

Alecia Poe, Administrator of Human Resources spoke regarding this item, which accepts the proposal of UNUM Group to provide additional Voluntary Benefits Coverage for Hamilton County employees and to authorize the County Mayor to sign any

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contracts necessary to implement this Resolution. UNUM was the best bid overall and no county funds are used to provide these benefits.

Chairman Bankston asked if there was any further discussion. There was none.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 116-10

Todd Leamon, Administrator of Hamilton County Public Works and County Engineer spoke regarding this item, which accepts the bid of J&J Contractors, Inc. for construction of the Wolftever Creek Elementary School addition amounting to \$7,425,790.00 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution. The project will include 33,800 square feet of addition, 4200 square feet of renovation, 7 classrooms, 2 sets of restroom, two computer labs, multi-purpose area, new media center and music room, and an office renovation. He also noted the low bidder came in over budget. Two years ago, it was estimated that the project would cost \$5.2 million. He pointed out that the estimate was made prior to the architect being hired for the project.

Commissioner Boyd requested that the thirty percent increase be explained.
Justin Witt, Director of Maintenance and Operations for the Hamilton County

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Department of Education (HCDE), spoke regarding the increase and reported that additional site work was needed and subcontractor rates have substantially increased in the past two years. Steve Billingsley, founder and principal of Billingsley/Architecture was also present for questions.

Mayor Coppinger thanked Mr. Witt for his presentation and reminded the commission that J&J Contractors, Inc. was the lowest bid.

Commissioner Beck reminded Mr. Witt that Howard High School's football stadium has been in dire need of replacement for over five years. As he has done in the past, he requested an updated list of future school projects. Mr. Witt stated no such list exist, only conversation between school board members and the superintendent. Mr. Witt reported the focus is currently on the east side of the county around Apison and Ooltewah. The schools are at maximum capacity and growth is still on the rise.

Commissioner Beck proceeded to read aloud a letter sent to Eddie Holmes, Chairman of the Chattanooga Housing Authority Board (CHA), on June 7, 2011. The letter request that the CHA take the necessary steps to grant to Hamilton County and the HCDE the cleared acreage site where the former Poss Homes were located in the 2400 block of South Market Street (running along East 25th Street). The request was in response to the contaminated creek that runs adjacent to Howard's football field. The

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letter stated that the creek has been contaminated with pollutants for more than ten years. He noted that the first signature on the letter was Superintendent Rick Smith. A copy of the letter was given to the Clerk's office. Commissioner Beck noted the property transfer was made but the project was abandoned in favor of replacing the condemned football stadium at East Ridge High School. He asked for an explanation of why this was done as well as an explanation of why District 5 has been neglected by the Department of Education.

In response to Commissioner Mackey's request, Commissioner Beck repeated, out of \$390 million dollars spent on school projects, only \$4 million was spent in district 5. Commissioner Mackey reminded Mr. Witt that HCDE has excess classroom space that is not being used. Commissioner Smedley responded and stated that district 7 does not have excess classroom space and they are in dire need of a middle school.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 116-11

Albert Kiser, Administrator of Finance spoke regarding this item, which accepts the proposal of Public Financial Management, Inc. (PFM) for additional professional services regarding the future correctional facility operations and assets in an amount not to exceed \$460,000. It was noted that PFM has completed Task 1 and 2 of its proposal

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to assist the County in its review of current and future correctional operations and assets (Resolution No. 815-22). The procurement process (Task 3) and negotiation, evaluation and selection (Task 4) are the remaining two tasks of PFM's July 1, 2015 proposal.

Mayor Coppinger noted that phase 3 and 4 will look at the qualifications, the cost and savings that can be presented. The contract is for a maximum of 7 months for \$30,000 a month for a grand total of \$210,000. Based on research, the consultant's fees are in line with the norm. In the event construction takes place, PFM will receive an incentive fee that will be between \$150,000 to \$250,000.

Commissioner Boyd asked the Chairman to consider assigning a review of this resolution to the finance committee. He noted several concerns he had after spending the last 18 hours investigating the study. Part of PFM's mission statement is to promote Public Private Partnership (PPP). He stated 4 questions needed to be answered (1) What is the county's need per Tennessee Corrections Institute (TCI)? (2) How does the county finance it? (3) Where should the jail be located? (4) Do we enter in a contract with a for profit organization or the Sheriff's Department? He reported that PFM has no experience in correctional facilities. He recommended the county use DLR Group, who has a whole division in correctional facilities. He noted that DLR Group won't charge a dime for putting together a proposal. He stated that Mr. David Eichenthal, Managing

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Director for PFM previously worked in a position for the City of Chattanooga during the Corker Administration.

Mayor Coppinger stated that this project has been on-going for a long time and the 4 questions requested by Commissioner Boyd have already been answered. He indicated this is a time sensitive matter, the jail is in horrible shape and not meeting regulations, and delaying the project could result in costly fines. The intent is to save millions of taxpayer dollars. Public Private Partnerships have been a big contributor to Hamilton County's success. He concluded that the issue at hand and the consulting process was thoroughly vetted and researched by the finance division, the Sheriff's Department, and many other staff members, and TCI has always been a part of the project.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 116-15

Chairman Bankston spoke regarding this item, which requests support of legislation regarding local determination of broadband and internet services.

Commissioner Fields question if it was the county's responsibility to encourage our delegation to submit legislation to allow public utilities to provide internet service outside their current area.

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In response Chairman Bankston noted that EPB made the request and several surrounding counties have already contacted their delegation to do the same. The intent is to help the county's rural areas get access to broadband internet services.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 116-16

Commissioner Smedley spoke regarding this item which appropriates \$40,000 in discretionary bond funds to assist with the building of a restroom facility and concession for the athletic complex at East Hamilton Middle/High School. It was noted \$60,000 was approved by Resolution No. 515-14 for the same project and district 5 swapped \$34,000 in discretionary bond funds for \$34,000 in general discretionary funds with district seven (Resolution No. 1115-35). She also added \$6,000, in bond funds from last year, to the \$34,000. \$60,000 plus \$34,000 plus \$6,000 brings total appropriations for the project to \$100,000. HCDE has approved a total expenditure of \$100,000 to assist with the construction.

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

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AGENDA PREPARATION SESSION
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DELEGATIONS

Chairman Bankston asked for delegations on matters other than zoning.

Scott McColpin residing at 1421 Stratman Circle Chattanooga, TN 37421 addressed the commission about his disappointment regarding the vote on Resolution No. 1215-40, which requested the general assembly to uncouple Hamilton County Commission's pay from a percentage of the County Mayor's pay. He noted that Commissioner Fields and Commissioner Graham were excluded from his comments because they voted no.

Mr. McColpin distributed a copy of House Bill 717 – Senate Bill 707 and proceeded to make several comments regarding the bill's summary and fiscal impact. Chairman Bankston informed Mr. McColpin that his facts were incorrect and interrupted him for the purpose of an explanation by the County Attorney. Attorney Taylor explained that when T.C.A. 8-24-115 was enacted by the General Assembly it applied only to Knox County.

Commissioner Smedley clarified that Resolution No. 1215-40 does not automatically give the commission a pay increase to \$25,000. Going forward, if there

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AGENDA PREPARATION SESSION
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are any future pay increases, the commission will openly and publicly vote on it.

Attorney Taylor agreed with Commission Smedley's comments.

Jared Story, a member of Concerned Citizens for Justice (CCJ) residing at 4930 Hunter Village Drive Ooltewah, TN 37363 addressed the commission about his moral issues with Resolution No. 116-11. He noted that CCJ opposes privatizing and building a larger jail. He asked the commission to have a broad community discussion before spending \$600,000 in consulting fees to PFM.

Mayor Coppinger responded to Mr. Story's comments and reminded him that the County Commission, Corrections Corporation of America (CCA), the Mayor and his staff do not have a role in arresting or incarcerating individuals. They are arrested by the Sheriff's department and then a Judge decides what the consequences are going to be. The Mayor and Commission are charged with the responsibility of housing incarcerated individuals and keeping them safe. He pointed out that the present jail was built in 1976, and that the County has the responsibility to ensure that the facility is in compliance with State regulations and standards.

Mr. Story responded to Commissioner Mackey's questioning by stating, that if he had to make a choice he would build a school instead of a prison. He added that he would also find a way to reduce arrests and incarcerations.

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ANNOUNCEMENTS

Chairman Bankston asked for announcements from members of the Commission.

Commissioner Haynes noted that district 3 public meetings take place often. The top 3 things he hears about most often for his constituents are (1) To feel safe in their homes (2) Safe roads to drive on (3) Good quality schools for their children to attend.

Several Commissioners and the Mayor wished everyone a Happy New Year.

Commissioner Beck asked Chairman Bankston to assist him with requesting a list of immediate priorities the HCDE has that involve spending money. Chairman Bankston agreed to assist in getting a letter sent to the HCDE. Commissioner Beck reiterated the horrible conditions at the county jail and encouraged the commission to get out the jail business and privatize.

Mayor Coppinger acknowledged that Robert Nodes, Governmental & Public Affairs Director for Greater Chattanooga Association of Realtors was present in today's audience and thanked him for his frequent reports on the housing market. He also

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commended Public Works and the Highway Department for their hard work during the enormous rainfalls Hamilton County had over the holidays. The wash out of Robert Mills Road will be repaired as soon as the weather permits. The repair project is within the budget of Public Works, so emergency funds will not be needed.

Chairman Bankston also thanked the Highway Department for clearing downed trees from the roads in his district.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
DECEMBER 30, 2015**

Being no further business, Chairman Bankston declared the meeting adjourned until Wednesday, December 16th at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date


Clerk's Initials

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

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Regular Meeting
January 6, 2016

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

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

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

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.

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

Commissioner Haynes introduced Pastor Margaret Ferguson, Signal Mountain Presbyterian Church, who gave the invocation. Commissioner Haynes led in the pledge to the flag.

APPROVAL OF MINUTES

ON MOTION of Commissioner Fields, seconded by Commissioner Mackey, that the minutes of the Recessed Meeting of December 9, 2015, the Agenda Preparation Session of December 9, 2015, and the Regular Meeting of December 16, 2015, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Bankston asked that the following reports be filed. Clerk Knowles confirmed request.

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

TRUSTEE’S AMENDED EXCESS FEE REPORT

The Trustee’s amended Excess fee report for October 2015 was submitted and made a matter of record.

TRUSTEE REPORTS

The Trustee’s Excess fee and Monthly reports for November 2015 were submitted and made a matter of record.

RESOLUTION NO. 116-1 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, AND THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED.

ON MOTION of Commissioner Fairbanks, seconded by Commissioner Smedley, to adopt Resolution No. 116-1. 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 Beck, “Aye”, Commissioner Boyd, “Aye”, Commissioner Fairbanks, “Aye”, Commissioner Fields, “Aye”, Commissioner Graham, “Aye”, Commissioner Haynes, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

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

Chairman Bankston reported that Resolution Nos. 116-2 through 116-11, 116-15, and 116-16 were heard by a Committee of the Whole.

RESOLUTION NO. 116-2 A RESOLUTION TO REAPPOINT TWO (2) MEMBERS TO THE HAMILTON COUNTY HEALTH AND SAFETY HEARING BOARD BEGINNING JANUARY 6, 2016 AND ENDING JANUARY 6, 2020.

This resolution reappoints Patricia L. Henry and Andrew C. Mullins to the Hamilton County Health and Safety Hearing Board for terms ending January 6, 2020.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 116-2. 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 Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

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

**RESOLUTION NO. 116-3 A RESOLUTION CONFIRMING THE REAPPOINTMENT
BY THE COUNTY MAYOR OF ONE MEMBER TO THE CHATTANOOGA HAMILTON
COUNTY HOSPITAL AUTHORITY BOARD OF TRUSTEES FOR A TERM ENDING
DECEMBER 7, 2019.**

This resolution reappoints Michael J. Griffin to the Chattanooga Hamilton County Hospital Authority Board of Trustees for a term ending December 7, 2019.

ON MOTION of Commissioner Fields, seconded by Commissioner Mackey, to adopt Resolution No. 116-3.

In response to Commissioner Mackey's question, Mayor Coppinger stated that this will be Mr. Griffin's last term. Members are allowed to serve two consecutive four year terms.

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 Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

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RESOLUTION NO. 116-4 A RESOLUTION MAKING AN APPROPRIATION TO SNOW HILL RECREATION LEAGUE IN THE AMOUNT OF FIVE THOUSAND DOLLARS (\$5,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT NINE.

ON MOTION of Commissioner Fairbanks, seconded by Commissioner Smedley, to adopt Resolution No. 116-4. The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0. Commissioner Graham announced he was present.

RESOLUTION NO. 116-5 A RESOLUTION MAKING AN APPROPRIATION TO HARRISON RECREATIONAL BOOSTER CLUB IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FOUR.

ON MOTION of Commissioner Mackey, seconded by Commissioner Beck, to adopt Resolution No. 116-5. The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as

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follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0. Commissioner Graham in responding to the roll call stated that he was present.

RESOLUTION NO. 116-6 A RESOLUTION MAKING AN APPROPRIATION TO THE CITY OF CHATTANOOGA IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) FROM DISCRETIONARY BOND FUNDS (AS ALLOTTED TO DISTRICT FOUR) TO ASSIST WITH PLAYGROUND IMPROVEMENTS FOR MILLIKEN PARK/ALTON PARK FORTY-FIFTH STREET PLAYGROUND.

ON MOTION of Commissioner Mackey, seconded by Commissioner Beck, to adopt Resolution No. 116-6.

In response to Commissioner Graham's question, Commissioner Mackey confirmed that the appropriated funds are from FY 2014 -2015 bond funds.

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 Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks,

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“Aye”, Commissioner Fields “Aye”, Commissioner Graham “Aye”, Commissioner Haynes, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

RESOLUTION NO. 116-7 A RESOLUTION MAKING AN APPROPRIATION TO STOP THE MADNESS NATIONAL, INC., IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FIVE.

ON MOTION of Commissioner Beck, seconded by Commissioner Mackey, to adopt Resolution No. 116-7. The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, “Aye”, Commissioner Boyd, “Aye”, Commissioner Fairbanks, “Aye”, Commissioner Fields, “Aye”, Commissioner Haynes, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 8. Total “Nay” votes – 0. Commissioner Graham announced he was present.

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RESOLUTION NO. 116-8 A RESOLUTION MAKING AN APPROPRIATION TO OLIVET BAPTIST CHURCH OF CHATTANOOGA, INC., IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FIVE.

ON MOTION of Commissioner Beck, seconded by Commissioner Mackey, to adopt Resolution No. 116-8. The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0. Commissioner Graham announced he was present.

RESOLUTION NO. 116-9 A RESOLUTION TO ACCEPT THE PROPOSAL OF UNUM GROUP TO PROVIDE ADDITIONAL VOLUNTARY BENEFITS COVERAGE FOR HAMILTON COUNTY EMPLOYEES AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

ON MOTION of Commissioner Fields, seconded by Commissioner Graham, to adopt Resolution No. 116-9. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and

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voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields "Aye", Commissioner Graham "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 116-10 A RESOLUTION ACCEPTING THE BID OF J&J CONTRACTORS, INC. FOR CONSTRUCTION OF THE WOLFTEVER CREEK ELEMENTARY SCHOOL ADDITION AMOUNTING TO \$7,425,790.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

ON MOTION of Commissioner Fields, seconded by Commissioner Graham, to adopt Resolution No. 116-10.

Commissioner Beck asked for an update regarding the Hamilton County Department of Education's (HCDE) spending plans. Last week Chairman Bankston agreed to draft the request and send it to the HCDE. Chairman Bankston reported that the letter had been sent and the HCDE agreed to respond in a week or so.

In response Commissioner Beck stated he would be suspending his vote on all future school projects until the requested list is provided.

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Commissioner Boyd noted some of the same concerns he stated during last week's Agenda Session. In addition to previous stated comments, he questioned if the technique known as Value Engineering (VE) was used since the low bid came in thirty percent higher than anticipated.

Justin Witt, Director of Maintenance and Operations for the Hamilton County Department of Education (HCDE), spoke regarding the increase and reported that VE was examined and it was found that there was not any unnecessary expenditures. He reiterated several comments that he made during last week's agenda session. The budget for this project was constructed two years ago and additional site work is needed. Subcontractor rates have substantially increased in the past two years and the price per square foot is in line with similar projects.

Commissioner Boyd thanked Mr. Witt for his time and stated that he supported the project even though it was hard to justify the thirty percent increase when compared to recent projects which were coming in under budget.

Commissioner Mackey questioned the possibility of delaying the vote on Resolution No. 116-10. His suggestion was made to encourage the HCDE to provide a list and timeline of future school projects.

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Commissioner Graham stated his support for Resolution No. 116-10 and asked Mr. Witt to return to the podium. He encouraged Mr. Witt to provide the commission with as much documentation and details as possible for future school projects that come before the commission. This establishes and maintains a good working relationship and allows the commission to make a better informed decision.

Mr. Witt responded to Commissioner Mackey's question and stated that delaying the project is not practicable. Wolftever Creek Elementary is already overcrowded by 100 students and the goal is to immediately open three to four classroom wings to alleviate the problem before the beginning of next year's school year.

Commissioner Mackey reminded Mr. Witt that HCDE has excess classroom space that is not being used. He recommended the school system reconfigure their boundaries and fill the existing empty space. Mr. Witt agreed with the excess classroom remark, but acknowledged that the space wasn't available at the Wolftever School.

The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows:

Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields "Aye", Commissioner Graham "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Nay", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye".

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Commissioner Beck abstained from voting. Total present – 9. Total absent – 0. Total “Aye” votes – 7. Total “Nay” votes – 1. Total abstentions – 1.

RESOLUTION NO. 116-11 A RESOLUTION ACCEPTING THE PROPOSAL OF PUBLIC FINANCIAL MANAGEMENT, INC., (PFM) FOR ADDITIONAL PROFESSIONAL SERVICES REGARDING THE FUTURE CORRECTIONAL FACILITY OPERATIONS AND ASSETS IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED SIXTY THOUSAND DOLLARS (\$460,000) AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE ALL CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 116-11.

For the record Commissioner Boyd clarified statements made in a December 30th, 2015 news article published in the Chattanooga.com. He stated that the article made a few false statements: (1) He was very well aware that Hamilton County needs a new jail. (2) He is not against Public Private Partnerships (PPP) but he is against hiring consultants who are predisposed to earn a bonus to convince the county they need to do a PPP.

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In response to Commissioner Boyd's question, Albert Kiser, Administrator of Finance, clarified that travel and other expenses are not covered in the \$30,000 monthly retainer fee. The goal is for PFM to complete their services before 7 months; however, if this isn't possible monthly retainer fees will not exceed \$210,000. If for some unforeseen reason the county has the option to cancel the contract at any time.

In response to Commissioner Boyd questions, Tom Morsch, Managing Director for PFM stated that the pro forma statement hasn't been released to public because it is in draft form. Once the pro forma statement is completed it will be released in a press release and available to the public. He agreed to provide Commissioner Boyd with a copy. Procurement process options have been decided on but the outcome of that process is unknown because it hasn't started yet. It has been agreed that the RFP process will engage potential bidders to be involved in either design, build, operations, maintenance and potentially finance. Proposals will go through the working group process and ultimately be presented to the commission. As PFM continues to make progress, updates will be given to the commission.

Commissioner Boyd asked the Mayor to clarify how privatizing the jail will save the taxpayers millions of dollars.

Mayor Coppinger reiterated that the jail is in horrible shape and it is not meeting regulations, delaying the project could result in costly fines. A decision whether or not to

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privatize the jail has not been made yet. History has shown that the county has saved a significant amount of money by contracting with Corrections Corporations of America (CCA) for jail services. This process is an enormous monumental task and hiring proper experts to advise the county along the way was imperative. He emphasized that the intent is to save millions of taxpayers' dollars. PFM was chosen because of the county's decade long financial consulting relationship with the company. PFM is a company who represents public sectors only and they are a major contributor to the county's AAA bond rating. When everything is said and done PFM will present to the county what the costs would be if the county privatized and what the costs would be if the county ran the jail. It is important to note that none of this will move forward without the Sheriff's approval, after his approval it will be presented to the commission for approval.

Commissioner Boyd continued to read quotes made by the Mayor in a recent news article, he questioned the incentive fee PFM will receive if the county privatizes the jail, and discussed further studies he had personally conducted on PPPs. Chairman Bankston asked Commissioner Boyd to stick to his questions. In response, Commissioner Boyd stated he did not support Resolution No. 116-15 and thanked everyone for their time.

In response to Commissioner Graham's questions, Mayor Coppinger stated that CCA has saved taxpayers' millions of dollars over the past 31 years. Even though the county has an in house attorney, auditor, architect and engineer, outside consults have

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been hired in the past to help on tedious and time consuming projects. Hiring outside consultants who specialize in these particular projects has saved the county money.

Commissioner Graham pointed out, and Hamilton County Sheriff Jim Hammond confirmed, that the county missed their mark from the very beginning when the current jail was built 30 plus years ago. While hiring a professional is costly, it is extremely necessary to make certain the county doesn't make costly mistakes. He stated his support for Resolution No. 116-11 and reported he had to attend a funeral and apologized for missing last week's meeting.

Commissioner Beck thanked Commissioner Boyd for his research and thanked Commissioner Graham for his ability to bring everything into perspective. He noted that in general, consultants also make him nervous, but David Eichenthal, Managing Director for PFM does not make him nervous. He pointed out that Sheriff Hammond knows what he is talking about, and the current state of the jail is unacceptable. Sheriff Hammond confirmed from the audience that the jail has remained in a state that could cause decertification for a long time.

For the record, Commissioner Beck stated his concerns for current employees of the jail if the county chooses to privatize. It is important that the jailers receive the same rate of pay and level of benefits that the county offers them.

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Commissioner Smedley thanked the Mayor and his staff for meeting with her about Resolution No. 116-15. She noted that it has been verified that PFM's rate is fair and competitive. She also stated her concerns for the current jailers and their security in maintaining a job if the county privatizes the jail.

In response to Commissioner Fields question, Mayor Coppinger confirmed that PFM will be presenting a summary and the final decision will come back to commission for a vote.

Commissioner Haynes also noted he had a meeting with the Mayor and his staff. He stated his support for Resolution No. 116-11 and noted that outside professionals are hired to tell the county what we don't already know.

The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows:
Commissioner Beck, "Aye", Commissioner Boyd, "Nay", Commissioner Fairbanks, "Aye", Commissioner Fields "Aye", Commissioner Graham "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 1.

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Mayor Coppinger thanked the commission for allowing the project to move forward. He asked that reporters note the county's concept of getting the property back on the tax rolls and saving the taxpayers millions of dollars in the long run.

**RESOLUTION NO. 116-15 RESOLUTION REQUESTING SUPPORT OF
LEGISLATION REGARDING LOCAL DETERMINATION OF BROADBAND AND
INTERNET SERVICES.**

ON MOTION of Commissioner Beck, seconded by Commissioner Smedley, to adopt Resolution No. 116-15.

Commissioner Fields stated he would not support Resolution No. 116-15 because the Electric Power Board (EPB) should handle their own marketing issues. He felt it was not the county's responsibility to encourage the legislative delegation to submit legislation to allow public utilities to provide internet service outside their current area.

The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows:

Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields "Nay", Commissioner Graham "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Nay", Commissioner Smedley, "Aye", and

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Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 7.

Total "Nay" votes – 2.

RESOLUTION NO. 116-16 A RESOLUTION APPROVING THE EXPENDITURE OF AN ADDITIONAL FORTY THOUSAND DOLLARS (\$40,000.00) FROM DISCRETIONARY BOND FUNDS TO ASSIST WITH THE BUILDING OF A RESTROOM FACILITY AND CONCESSION FOR THE ATHLETIC COMPLEX AT EAST HAMILTON MIDDLE/HIGH SCHOOL.

ON MOTION of Commissioner Smedley, seconded by Commissioner Mackey, to adopt Resolution No. 116-16. The foregoing Resolutions was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0. Commissioner Graham announced he was present.

Chairman Bankston asked that Resolution Nos. 116-12 through 116-14 be considered together at this time.

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RESOLUTION NO. 116-12 A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF NOVEMBER 1, 2015, THROUGH NOVEMBER 30, 2015, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 116-13 A RESOLUTION ACCEPTING THE BID OF DELL MARKETING, LP FOR CONTRACT UNIT PRICING, BEGINNING JANUARY 6, 2016, THROUGH JANUARY 5, 2017 FOR COMPUTERS, LAPTOPS, AND MONITORS FOR THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 116-14 A RESOLUTION ACCEPTING THE BIDS OF ADAMS MASONRY, INC AND G&P MASONRY, INC. FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING JANUARY 6, 2016, THROUGH JANUARY 5, 2017, FOR TWO (2) MASONS AND ONE (1) LABORER FOR THE MAINTENANCE DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

Commissioner Boyd, Chairman of the Finance Committee provided details regarding Resolution Nos. 116-12 through 116-14 and stated that the Finance Committee reviewed and recommended approval.

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ON MOTION of Commissioner Boyd, seconded by Commissioner Graham, to adopt Resolution Nos. Resolution Nos. 116-12 through 116-14. 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 Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Beck was absent for the roll call. Total present – 9. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

ANNOUNCEMENTS

Chairman Bankston asked for announcements from members of the Commission.

Commissioner Haynes stated that Hixson and Middle Valley residents are appreciative of the newly installed traffic light at Thrasher Pike.

Commissioner Smedley, Chairman of the Education Committee gave her condolences to the Ooltewah High School student who was tragically attacked by some of his basketball teammates. She encouraged the commission to take a stand against

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bullying and hazing of any kind. The Hamilton County Board of Education is scheduled to meet this afternoon to discuss the attack; she will attend the meeting and report back to the commission.

Commissioner Beck asked the commission to join his efforts to get district 5 justice. He reported that out of \$390 million dollars spent on school projects, only \$4 million was spent in district 5. The Department of Education has neglected district 5 and he called for fairness evenly applied to all districts.

Mayor Coppinger stated the 2015 Comprehensive Annual Financial Report (CAFR) is on the county's website. He invited the commission to attend a workshop meeting next Tuesday January 12th, 11:30 am at the Paul McDaniel Building. Tennessee Consolidated Retirement System (TCRS) East TN Regional Outreach Specialist Drew Freeman will be making the presentation. The topic of the meeting will be the Bridge Plan for the Sheriff's Department and what it means if the county moves forward with the plan. Mr. Freeman will also be giving presentations to the Sheriff's Department to make certain everyone has a clear understanding.

Chairman Bankston wished everyone a Happy New Year.

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DELEGATIONS

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

There being no further business, Chairman Bankston declared the meeting in recess until Wednesday, January 13, 2015 at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

_____ WFK
Date Clerk's Initials

**OFFICE OF THE CRIMINAL COURT CLERK
HAMILTON COUNTY, TENNESSEE
VINCE DEAN, 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: November 2015

	CRIMINAL AND SESSIONS DIVISIONS	DELINQUENT COLLECTIONS DIVISION	TOTAL
REVENUES, per IFAS			
Fees and Commissions			
Criminal Division	\$ 41,636.85		\$ 41,636.85
Sessions Division	51,048.97		51,048.97
Delinquent Collections		\$ 63,742.56	63,742.56
Interest			
Criminal Division	75.15		75.15
Sessions Division	(70.11)		(70.11)
Delinquent Collections		67.35	67.35
Computer Service fees			
Criminal Division	530.00		530.00
Sessions Division	1,937.08		1,937.08
Delinquent Collections			-
Appropriation from Hamilton County			-
TOTAL REVENUES	95,157.94	63,809.91	158,967.85
EXPENDITURES, per IFAS			
Salaries			
Criminal Division	75,842.65		75,842.65
Sessions Division	108,048.86		108,048.86
Delinquent Collections		12,894.88	12,894.88
Employee Benefits - Delinquent Collections		5,667.11	5,667.11
Other operating expenditures			
Criminal Division	(20.00)		(20.00)
Delinquent Collections		52,752.07	52,752.07
Other - Adjustments			
Criminal Division	(6,074.77)		(6,074.77)
Sessions Division	(8,633.84)		(8,633.84)
Delinquent Collections		14,708.61	14,708.61
Excess Fees paid to County - Criminal Division			-
TOTAL EXPENDITURES	169,162.90	86,022.67	255,185.57
REVENUES OVER (UNDER) EXPENDITURES	(74,004.96)	(22,212.76)	(96,217.72)
BALANCE AT THE BEGINNING OF MONTH	(631,915.30)	416,416.12	(215,499.18)
BALANCE AT THE END OF MONTH	\$ (705,920.26)	\$ 394,203.36	\$ (311,716.90)

I, Vince Dean, 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 November 2015.



Vince Dean
Vince Dean, Criminal Court Clerk

Sworn and subscribed before me this the 28th day of December 2015

My Commission Expires:
Brad M. Tucker My Commission Expires
May 11, 2019

ORDER OF DESIGNATION

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

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

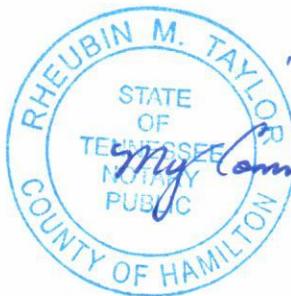
This the 4th day of January, 2016.


Jim M. Coppinger, County Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

On the 4th day of January, 2016 before me personally appeared Jim M. Coppinger to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand on this 4th day of January, 2016.




Notary Public
My Commission Expires: May 17, 2017

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:
 Name: Hamilton County, Tennessee
 Address: 455 North Highland Park Avenue
Chattanooga, Tennessee 37404
 Debt Issue Name: General Obligation Bond Anticipation Note, Series 2013-3
 If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.

2. Face Amount: \$ 40,000,000.00
 Premium/Discount: \$ 0.00

3. Interest Cost: _____ % Tax-exempt Taxable
 TIC NIC
 Variable: Index SIFMA plus 33 basis points; or
 Variable: Remarketing Agent _____
 Other: _____

4. Debt Obligation:
 TRAN RAN CON
 BAN CRAN GAN
 Bond Loan Agreement Capital Lease
 If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").

5. Ratings:
 Unrated
 Moody's _____ Standard & Poor's _____ Fitch _____

6. Purpose:

		BRIEF DESCRIPTION
<input checked="" type="checkbox"/> General Government	<u>45.50</u> %	<u>general governmental projects</u>
<input checked="" type="checkbox"/> Education	<u>54.50</u> %	<u>school facilities</u>
<input type="checkbox"/> Utilities	_____ %	_____
<input type="checkbox"/> Other	_____ %	_____
<input type="checkbox"/> Refunding/Renewal	_____ %	_____

7. Security:
 General Obligation General Obligation + Revenue/Tax
 Revenue Tax Increment Financing (TIF)
 Annual Appropriation (Capital Lease Only) Other (Describe): _____

8. Type of Sale:
 Competitive Public Sale Interfund Loan _____
 Negotiated Sale Loan Program _____
 Informal Bid

9. Date:
 Dated Date: 12/17/2015 Issue/Closing Date: 12/17/2015

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2018	\$ 40,000,000.00	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:

No costs or professionals

	AMOUNT <small>(Round to nearest \$)</small>	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 5,000	Dentons US LLP
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
_____	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
TOTAL COSTS	\$ 5,000	

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:

No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (If different from #11)
Remarketing Agent	_____	_____
Paying Agent / Registrar	_____	_____
Trustee	_____	_____
Liquidity / Credit Enhancement	_____	_____
Escrow Agent	_____	_____
Sponsorship / Program / Admin	_____	_____
Other <u>line of credit bank</u>	<u>\$47,700</u>	<u>U.S. Bank National Association</u>

13. Disclosure Document / Official Statement:

None Prepared

EMMA link _____ or

Copy attached

14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt? Yes No

Is there a continuing disclosure obligation agreement related to this debt? Yes No

If yes to either question, date that disclosure is due 270 days after end of each fiscal year

Name and title of person responsible for compliance Albert Kiser, Administrator of Finance

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy 12/01/2011

Is the debt obligation in compliance with and clearly authorized under the policy? Yes No

16. Written Derivative Management Policy:

No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy? Yes No

17. Submission of Report:

To the Governing Body: on 01/13/2016 and presented at public meeting held on 01/20/2016

Copy to Director to OSLF: on 01/20/2016 either by:

Mail to: _____ OR Email to: StateAndLocalFinance.PublicDebtForm@cot.tn.gov

505 Deaderick Street, Suite 1600
James K. Polk State Office Building
Nashville, TN 37243-1402

18. Signatures:

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	<u>Jim M. Coppinger</u>	<u>Thomas P. Lauth</u>
Title	<u>County Mayor</u>	<u>Partner</u>
Firm	_____	<u>Dentons US LLP</u>
Email	<u>jcoppinger@hamiltontn.gov</u>	<u>tom.lauth@dentons.com</u>
Date	<u>12/17/2015</u>	<u>12/17/2015</u>

Hamilton County, Tennessee
Draw 3 - \$40 million
Summary of Cumulative Principal Redemption
Fiscal Year 2016 and Forward
(Schedule prepared as of 12/17/2015)

Year 1 = FY 2016

THIS ISSUE			TOTAL DEBT OUTSTANDING		
Year	Cumulative Principal Redeemed	% Total	Year	Cumulative Principal Redeemed	% Total
1	\$ -	0.00%	1	\$ 28,470,734	9.08%
5	40,000,000	100.00%	5	165,088,964	52.64%
10			10	267,778,964	85.38%
15			15	313,263,964	99.88%
20			20	313,633,964	100.00%
25			25		
30			30		



Hamilton County Board of Commissioners

RESOLUTION

No. 116-17

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, AND THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED.

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

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

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 the persons listed on the **“REPORT FROM THE OFFICE OF THE COUNTY CLERK”** relative to bonds given for the position of Notary Public are hereby approved for such and the bonds are accepted and the oaths therefor are approved as taken; and

3. That 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 ITS PASSAGE.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 20, 2016

Date

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

NAME	RESIDENCE	BUSINESS
Barry L. Abbott	4514 Kings Lake Court Chattanooga, TN 37416 423-624-9915	Cavett & Abbott, PLLC 801 Broad St., Ste. 428 Chattanooga, TN 37402 423-265-8804
Sherry Renae Austria	135 Shields Road Rock Spring, GA 30739 706-639-5671	Lucy C. Wright 4200 Brainerd Road Chattanooga, TN 37411 423-629-9393
Darlene S. Baker	5405 Hunter Road Ooltewah, TN 37363 423-238-5574	Cornerstone Community Bank 6413 Lee Hwy., Ste. 107 Chattanooga, TN 37421 423-385-3000
Peggy S. Bates	527 Hurricane Creek Road Chattanooga, TN 37421 423-899-2873	Chambliss, Bahner & Stophel, PC Liberty Tower, 605 Chestnut St., #1700 Chattanooga, TN 37450 423-321-0371
Tina M. Benefield	681 Flagstone Drive Rossville, GA 30741 423-544-1669	SunTrust Bank P.O. Box 1638 MC0180 Chattanooga, TN 37401 423-757-3458
Jacqueline D. Benton	10964 Worley Road Soddy Daisy, TN 37379 423-208-4186	Hamilton County Sheriff's Office 601 Walnut Street Chattanooga, TN 37402 423-209-7057
Valerie J. Boddy	9406 Thrasher Trail Lakesite, TN 37379 423-842-8553	N/A N/A N/A N/A
Cindy Brown	6837 Martha Avenue East Ridge, TN 37412 423-718-4863	Hamilton County Clerk 625 Georgia Ave., Rm. 201 Chattanooga, TN 37402 423-209-6500
James D. Brown	1018 Fairmount Avenue Chattanooga, TN 37405 423-544-7541	Retired N/A N/A N/A
Theresa Burrows	2526 Wessex Lane Chattanooga, TN 37421 423-894-9768	Custom Counter & Display, LLC 2400 Bachman Street Chattanooga, TN 37406 423-648-0491

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

JANUARY 20, 2016

NAME	RESIDENCE	BUSINESS
Sherry R. Capozzi	2237 Red Tail Lane Chattanooga, TN 37421 423-309-6408	Fuerst Financial Group 6005 Century Oaks Drive Chattanooga, TN 37416 423-899-8555
Melissa L. Chapman	1965 Greenwood Road Chattanooga, TN 37406 423-760-2509	The Balloon Factory 4415 Brainerd Road Chattanooga, TN 37411 423-629-6954
Mitchell Clark	549 Mountain View Road Benton, TN 37307 706-537-8789	TVFCU P.O. Box 23967 Chattanooga, TN 37422 423-634-3600
Andrea Crane	3245 Waterfront Drive Chattanooga, TN 37419 423-400-0522	C & C Motors 6015 International Drive Chattanooga, TN 37421 423-499-9799
Robbie E. Dodd	6117 Ramsey Road Harrison, TN 37341 423-432-3521	Hamilton County Clerk 625 Georgia Ave., Rm. 201 Chattanooga, TN 37402 423-209-6500
Chaiden Durham	127A Viewmont Lane Soddy Daisy, TN 37379 423-316-2792	Houston & Ziebold Law Firm 3417 Dayton Blvd. Chattanooga, TN 37415 423-267-6715
Brenna Fairchild	4110 Bill Jones Road Apison, TN 37302 423-595-2800	Engineered Mechanical Systems P.O. Box 4958 Chattanooga, TN 37405 423-624-3300
Sandra L. Fields	6019 Browntown Road Chattanooga, TN 37415 423-875-6733	TVFCU 5150 Austin Road Hixson, TN 37343 423-634-5400
Catherine M. Fleissner	9932 Shore Drive Soddy Daisy, TN 37379 423-756-3591	Fleissner, Davis & Johnson 1020 Dallas Road Chattanooga, TN 37405 423-756-3591
Sarah Gilliland	1216 Carriage Parc Drive Chattanooga, TN 37421 423-309-0002	Bank of America 1945 Northpoint Blvd. Hixson, TN 37343 423-424-1488

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

NAME	RESIDENCE	BUSINESS
Stacy P. Hall	9830 Ooltewah Georgetown Rd. Ooltewah, TN 37363 423-802-2862	Title Insurance Co. of Chattanooga 7405 Shallowford Rd., Ste. 540 Chattanooga, TN 37421 423-899-0913
Sarah B. Herndon	1979 Glass Mill Road Chickamauga, GA 30707 423-667-6913	State Farm Insurance Co. 1100 Ashland Terrace Chattanooga, TN 37415 423-870-1173
April L. Hester	4533 N. Marble Top Road Chickamauga, GA 30707 706-764-6118	Galen Medical Group, PC 5600 Brainerd Rd., Ste. H100 Chattanooga, TN 37411 423-308-0280
Tonja L. Hicks	96 Yellow Brick Road Rossville, GA 30741 423-619-1991	Ray Law Firm, PLLC 6150 Shallowford Rd., Ste. 105 Chattanooga, TN 37421 423-693-0160
Shawnda D. Holden	219 Walthall Avenue Chickamauga, GA 30707 706-924-2245	Grant, Konvalinka & Harrison, PLLC 633 Chestnut St., Ste. 900 Chattanooga, TN 37450 423-756-8400
William F. Johnson	320 Elliott Street Soddy Daisy, TN 37379 423-332-6924	Hamilton County Sheriff's Office 600 Market Street Chattanooga, TN 37379 423-209-8903
Sheila Kay Jones	P.O. Box 1269 Trenton, GA 30752 423-304-2013	Warren & Griffin 736 Georgia Avenue Chattanooga, TN 37402 423-265-4878
Amanda Jordan	1701 N. Concord Rd., Apt. 1 Chattanooga, TN 37412 423-903-4332	Coast 2 Coast Surveys 7704 Basswood Drive Chattanooga, TN 37416 423-296-9000
Lynn Kirk	1626 Millwoode Lane Soddy Daisy, TN 37379 256-613-1381	Hutton Construction, Inc. 736 Cherry Street Chattanooga, TN 37402 423-643-9229
Michael Lawson	8275 Stillwater Circle Ooltewah, TN 37363 423-238-6012	TN Dept. of Health Investigations 1301 Riverfront Pkwy., Ste. 209 Chattanooga, TN 37402 423-634-5844

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

NAME	RESIDENCE	BUSINESS
Tara Leinart	1704 Maple Place Soddy Daisy, TN 37379 865-804-5882	Chattanooga Professional Painters 8006 Freeport Drive Soddy Daisy, TN 37379 423-842-3008
Susan Martin	1298 Heritage Landing Drive Chattanooga, TN 37405 423-265-3276	Hall & Associates 1010 Market St., Ste. 402 Chattanooga, TN 37402 423-267-4328
Shaneka McDowell	1114 Anita Drive Chattanooga, TN 37411 423-314-6116	CHI - Orange Grove Center 1615 Derby Street Chattanooga, TN 37406 423-697-2323
Amber M. McGhee	8297 Biggs Road Ooltewah, TN 37363 423-364-4213	Kennedy, Koontz, et al 320 N. Holtzclaw Ave. Chattanooga, TN 37404 423-622-4535
Theresa Miller	1414 Choate Road Chattanooga, TN 37412 423-580-8759	TVFCU 715 Market St. Chattanooga, TN 37402 423-634-3600
Whitney Morrow	3313 Rondaboo Drive Chattanooga, TN 37419 423-693-7162	C & C Motors 6015 International Drive Chattanooga, TN 37421 423-499-9799
Judy C. Nance	9232 Inglebrook Lane Ooltewah, TN 37363 423-499-6132	TN Dept. of Human Services 5600 Brainerd Rd., Ste. 602A Chattanooga, TN 37411 423-634-6250
Guat Bee Ng	406 Tanager Circle Chattanooga, TN 37412 423-892-7104	Sofix Corporation 2800 Riverport Road Chattanooga, TN 37406 423-624-3500
Nisha Patel	1992 Paris Metz Road Chattanooga, TN 37421 N/A	Cornerstone Community Bank 6401 Lee Highway, Ste. 119 Chattanooga, TN 37421 423-385-3000
Mitzie H. Penney	4000 Patton Drive Chattanooga, TN 37412 423-867-0032	Baker, Donelson, Bearman, et al 1900 Republic Ctr., 633 Chestnut St. Chattanooga, TN 37450 423-209-4219

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

NAME	RESIDENCE	BUSINESS
Tasha Kimbre Pitt	2403 Dayton Blvd. Red Bank, TN 37415 423-356-9230	I-Deal Motors 2405 Dayton Blvd. Red Bank, TN 37415 423-877-2888
Kimberly M. Powell	3318 Lower East Valley Rd. Dunlap, TN 37327 423-554-3276	Trust Federal Credit Union 2186 Northgate Park Lane Chattanooga, TN 37415 423-870-7610
Lisa Quinn	199 North Avenue Flintstone, GA 30725 423-322-5529	Jenkins Masonry, Inc. 1218 E. 23rd Street Chattanooga, TN 37404 423-624-6186
Jonathan Edward Reinert	1129 S. Highland Park Ave. Chattanooga, TN 37404 423-304-7747	Chattanooga Riverboat Co. 201 Riverfront Pkwy. Chattanooga, TN 37402 423-266-4488
Susan E. Rich	1036 Cumberland Road Chattanooga, TN 37419 423-821-1977	Baker, Donelson, Bearman, et al 1900 Republic Ctr., 633 Chestnut St. Chattanooga, TN 37450 423-752-4402
Deborah Robertson	1219 Radmoor Drive Chattanooga, TN 37421 423-899-1177	Brainerd Baptist Church 300 Brockfield Avenue Chattanooga, TN 37411 423-624-2606
Dedra Rogers	1327 Kell Loop Dunlap, TN 37327 423-838-2018	Harris Medical Services, LLC 3328 Jenkins Rd., Ste. 200 Chattanooga, TN 37421 423-593-3231
Kristie Roundtree	270 Century Station Drive Rossville, GA 30741 423-413-4691	TFVUC 715 Market Street Chattanooga, TN 37402 423-634-3600
Matthew David Sage	8112 Karr Street Chattanooga, TN 37421 309-643-3320	State Farm 8703 E. Brainerd Road Chattanooga, TN 37421 N/A
Erin Salmon	6 Morgan Circle Ft. Oglethorpe, GA 30742 423-802-2788	First Tennessee Bank 1350 Broad Street Chattanooga, TN 37402 423-634-0556

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
JANUARY 20, 2016

NAME	RESIDENCE	BUSINESS
Jack B. Sample	2619 Maromede Lane Chattanooga, TN 37421 423-894-1730	Applied Thermal Coatings, Inc. 200 Compress Street Chattanooga, TN 37405 423-267-0647
Melinda Schmiedehausen	255 Bible Gulf Road Cloudland, GA 30731 706-398-9506	Chambliss, Bahner & Stophel, P.C. 605 Chestnut St., Ste. 1700 Chattanooga, TN 37450 423-321-0402
Ross I. Schram, III	650 Wilshire Way Chattanooga, TN 37405 423-886-5878	Baker, Donelson, Bearman, et al 1900 Republic Ctr., 633 Chestnut St. Chattanooga, TN 37450 423-209-4285
Calvin Smith	1899 Holden Farm Place Ooltewah, TN 37363 423-490-0698	S & S Motors 6415 E. Brainerd Road Chattanooga, TN 37421 423-490-0380
Carrie Snyder	211 Bible Camp Road Trenton, GA 30752 423-304-8965	Blood Assurance, Inc. 705 E. 4th Street Chattanooga, TN 37403 423-752-5959
Pamela L. Souther	1826 Clayton Drive Chattanooga, TN 37421 423-240-4721	Leadership Ministries Worldwide 3755 Pilot Point Chattanooga, TN 37416 423-855-2181
Susan V. Spletzer	9205 Quail Mountain Drive Chattanooga, TN 37421 423-413-9493	First Tennessee Bank 701 Market St., 3rd Floor Chattanooga, TN 37402 423-757-4242
M. St. Charles	109 Malcolm Lane Signal Mtn., TN 37377 423-886-6537	Chambliss, Bahner & Stophel, P.C. 605 Chestnut St., Ste. 1700 Chattanooga, TN 37450 423-757-0260
Rebecca L. Stevens	8301 Smoketree Circle Ooltewah, TN 37363 423-238-7982	Lee University 1120 N. Ocoee Street Cleveland, TN 37311 423-614-8420
Gary Thompson	7828 Signature Pkwy. Hixson, TN 37343 423-667-8717	Ricoh 832 Ga. Ave., Ste. 1200 Chattanooga, TN 37402 423-756-6859

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

NAME	RESIDENCE	BUSINESS
Carolyn S. Troupe	39 J. D. Drive Chickamauga, GA 30707 423-991-1687	TVFCU 715 Market Street Chattanooga, TN 37402 423-634-3600
Will Underwood	7710 E. Brainerd Rd., Apt. 107 Chattanooga, TN 37421 423-774-6708	First Tennessee Bank 1 Cherokee Blvd. Chattanooga, TN 37405 423-209-2640
Sylvia Vaccaro	122 Tunnie Pt. Dunlap, TN 37327 423-949-3640	WWTA 1250 Market Street Chattanooga, TN 37402 423-209-7808
Samantha Van Alstyne	816 Highway 11 Rising Fawn, GA 30738 423-255-6278	Town of Lookout Mountain 710 Scenic Hwy. Lookout Mtn., TN 37350 423-821-1226
Israel Waldrop	2011 Caywood Drive Cleveland, TN 37311 423-584-5894	WWTA 1250 Market Street Chattanooga, TN 37402 423-209-7842
Sally K. Wilhite	823 Stone Crest Circle Chattanooga, TN 37421 423-596-7990	Regions Bank 601 Market Street Chattanooga, TN 37402 423-752-1513
Juanita Yakimowich	7833 Legacy Park Court Chattanooga, TN 37421 423-653-9720	Colman S. Hochman & Associates P.O. Box 24716 Chattanooga, TN 37422 423-238-3687
Hector Javier Zarco	4390 Delashmitt Rd., Apt. A Hixson, TN 37343 423-385-0464	Las Americas 1501 Dodds Ave., Ste. A Chattanooga, TN 37404 423-624-6754

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

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

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Casey Edgeman	October, 29, 2015	December 17, 2015
Linda K. Jeffers	July 22, 2015	December 17, 2015
Kari A. Lawman	June 10, 2015	December 18, 2015
Kathie Conry	October 29, 2015	December 18, 2015
Tiffany Oliver	November 10, 2015	December 18, 2015
J. Johnson	November 24, 2015	December 18, 2015
Jeffery Farrow	November 24, 2015	December 18, 2015
S. Deaneen Hidalgo	November 24, 2015	December 18, 2015
DeAyn McClellan	November 10, 2015	December 19, 2015
Avery Patten	November 24, 2015	December 21, 2015
Danny R. Welch	December 8, 2015	December 21, 2015
Jenn Mathews	November 24, 2015	December 21, 2015
Julie Hutcheson	November 24, 2015	December 21, 2015
Kimberla Hudson	December 8, 2015	December 22, 2015
Dawn M. Gross	September 21, 2015	December 22, 2015
Gina Geren	November 24, 2015	December 22, 2015
Amanda Ann Patton	August 25, 2015	December 22, 2015
Gary Godfrey	December 8, 2015	December 22, 2015
Lisa G. Lawrence	December 8, 2015	December 23, 2015
Michelle L. Mull	December 8, 2015	December 23, 2015
Kristi R. Berry	October 9, 2015	December 28, 2015
David Elliott	November 10, 2015	December 29, 2015
Benjamin Montgomery	December 8, 2015	December 29, 2015
Judy Hillyer	September 21, 2015	December 29, 2015
Alicia K. Miller	November 24, 2015	December 29, 2015
Margaret Edmondson	September 8, 2015	December 29, 2015
David Veazey	December 8, 2015	December 29, 2015
Mary E. Ancona	May 11, 2015	December 30, 2015
Daniel B. Atkinson	November 24, 2015	December 30, 2015
Gail O. Army	December 8, 2015	December 30, 2015
Sandra Arthur	December 8, 2015	December 30, 2015
Ashley N. Sloan	November 10, 2015	December 30, 2015
Jeanne Lowrey	October 29, 2015	December 31, 2015
Melanie L. Goins	September 21, 2015	December 31, 2015
Jonathan Lusk	October 9, 2015	December 31, 2015
Linda Scaife	December 21, 2015	December 31, 2015
James E. Butler	October 29, 2015	December 31, 2015
Amber L. Gardner	December 8, 2015	January 4, 2016

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

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Michael Reed	November 24, 2015	January 4, 2016
Karina Salvatierra	November 24, 2015	January 4, 2016
Nikki Roberts	October 29, 2015	January 4, 2016
Deanna M. Morales	December 21, 2015	January 5, 2016
Stacy Scott	November 24, 2015	January 5, 2016
Amy Baushke	December 21, 2015	January 5, 2016
Jessica Dunn	December 21, 2015	January 5, 2016
Jaunita J. Fetty	November 10, 2015	January 5, 2016
Elizabeth Holland	November 24, 2015	January 5, 2016
Susan K. Dalton	December 8, 2015	January 5, 2016
Kathy A. Taylor	December 8, 2015	January 6, 2016
Jina Johnson	December 8, 2015	January 6, 2016
Ashton Leigh McMullan	December 8, 2015	January 6, 2016
Lenzie Passmore	December 8, 2015	January 6, 2016
Heather M. Hutcheson	December 8, 2015	January 6, 2016
Kasandra R. Acklin	October 9, 2015	January 6, 2016



Hamilton County Board of Commissioners

RESOLUTION

No. 116-18

(P.C. NO. 2015-148)

**A RESOLUTION TO REZONE FROM A-1
AGRICULTURAL DISTRICT TO O-1 OFFICE DISTRICT,
PROPERTY LOCATED AT 6143 OOLTEWAH-
GEORGETOWN ROAD**

WHEREAS, Jooma Development, LLC and Keith Plott petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District to O-1 Office District, property located at 6143 Ooltewah-Georgetown Road, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Jooma Development, LLC and Keith Plott requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on January 20, 2016, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended to rezone from A-1 Agricultural District to O-1 Office District, property located at 6143 Ooltewah-Georgetown Road. Lot 2, Cannon Subdivision on Ooltewah Georgetown Road, Plat Book 62, Page 113, ROHC, Deed Book 7565, Page 422, ROHC. Tax Map 132-008 as shown on the attached map.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 20, 2016

Date

2015-148 Hamilton County
December 14, 2015

RESOLUTION

WHEREAS, Jooma Development, LLC and Keith Plott petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from A-1 Agricultural District to O-1 Office District, property located at 6143 Ooltewah-Georgetown Road.

Lot 2, Cannon Subdivision on Ooltewah Georgetown Road, Plat Book 62, Page 113, ROHC, Deed Book 7565, Page 422, ROHC. Tax Map 132-008 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on December 14, 2015,

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

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

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

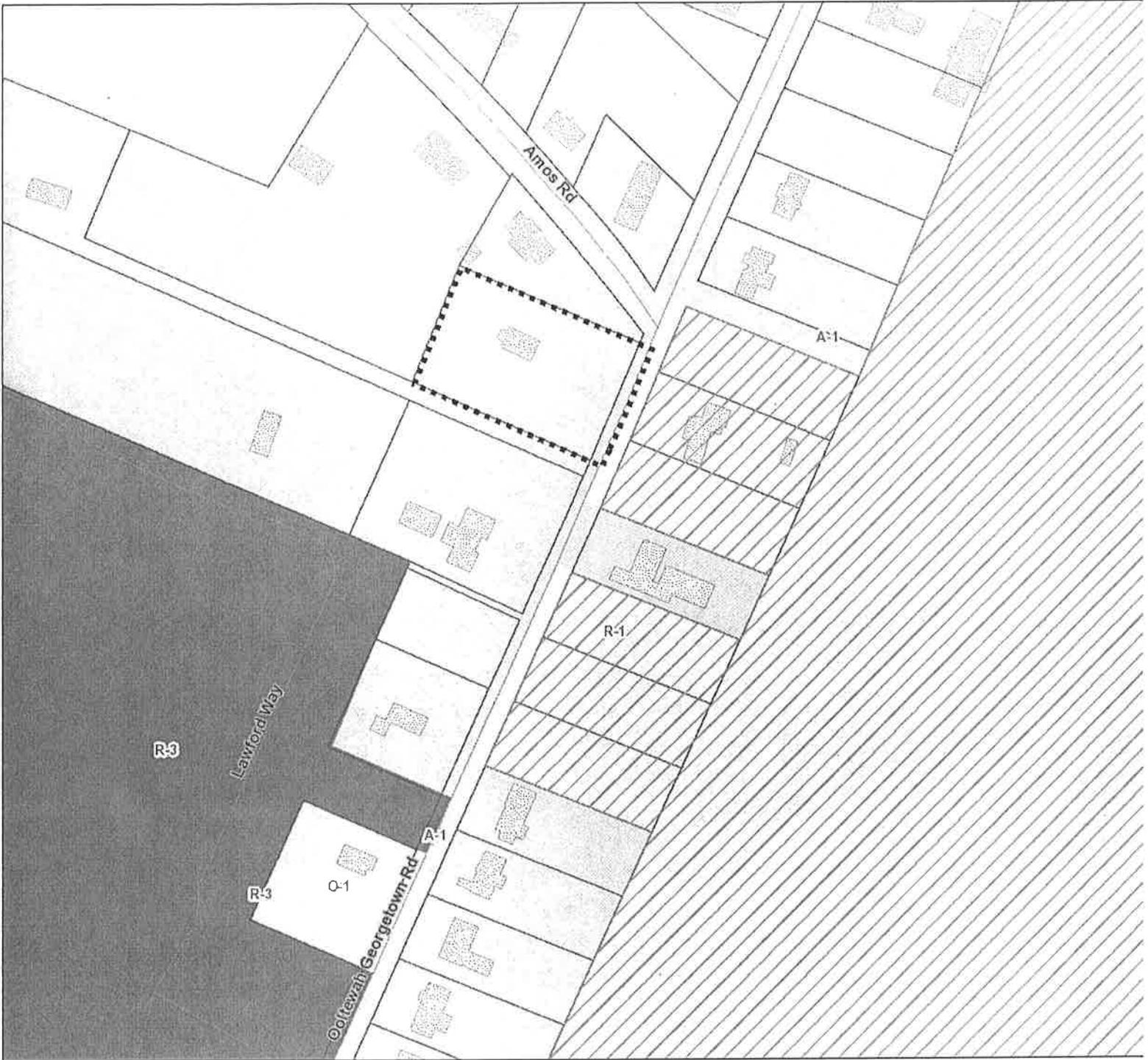
AND WHEREAS, the Planning Commission has determined that the proposal is consistent and compatible with surrounding uses.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on December 14, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger
Secretary



2015-148 Rezoning A-1 to O-1

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2015-148: Approve



200 ft



PLANNING COMMISSION CASE REPORT

Case Number: 2015-148

PC Meeting Date: 12-14-15

Applicant Request

Rezone A-1 Agricultural District to O-1 Office District

Property Location:	6143 Ooltewah Georgetown Road
Property Owner:	Keith Plott
Applicant:	Jooma Development LLC

Project Description

- Proposal: Develop 1.15-acre site with office uses. The existing home may be used for an office and/or a new office building may be constructed.
- Proposed Access: Ooltewah-Georgetown Road.
- Proposed Development Form: 1-story building(s)

Site Analysis**Site Description**

- Location: The site is located on the west side of Ooltewah-Georgetown Road at the Amos Road intersection.
- Current Access: Ooltewah-Georgetown Road
- Tennessee Department of Transportation Functional Classification: Urban Minor Arterial
- Current Development form: There are mostly 1-story structures located within a 500-foot radius of the site.
- Current Land Uses: Single-family homes are located to the north, south, east, and west of the site. A 312-unit apartment complex is approximately 300 feet south of the site.

Zoning History

- The site is currently zoned A-1 Agricultural District.
- The properties to the south, west, and north are zoned A-1 Agricultural District. The properties across the street to the east are zoned R-1 Single-Family Residential District as part of a Residential PUD that was approved in 2014 (Resolution #115-27).
- 2015- The nearest O-1 Office District (same as the request) is approximately 600 feet to the south. This property was rezoned from A-1 Agricultural District to O-1 Office District in May 2015 (Resolution #515-33).
- 2012- Approximately 20 acre south of the site was rezoned to R-3 Multi-Family Residential District for a 312-unit apartment complex (Resolution #1212-11B).
- There has been no recent zoning activity on this particular site.

Plans/Policies/Regulations

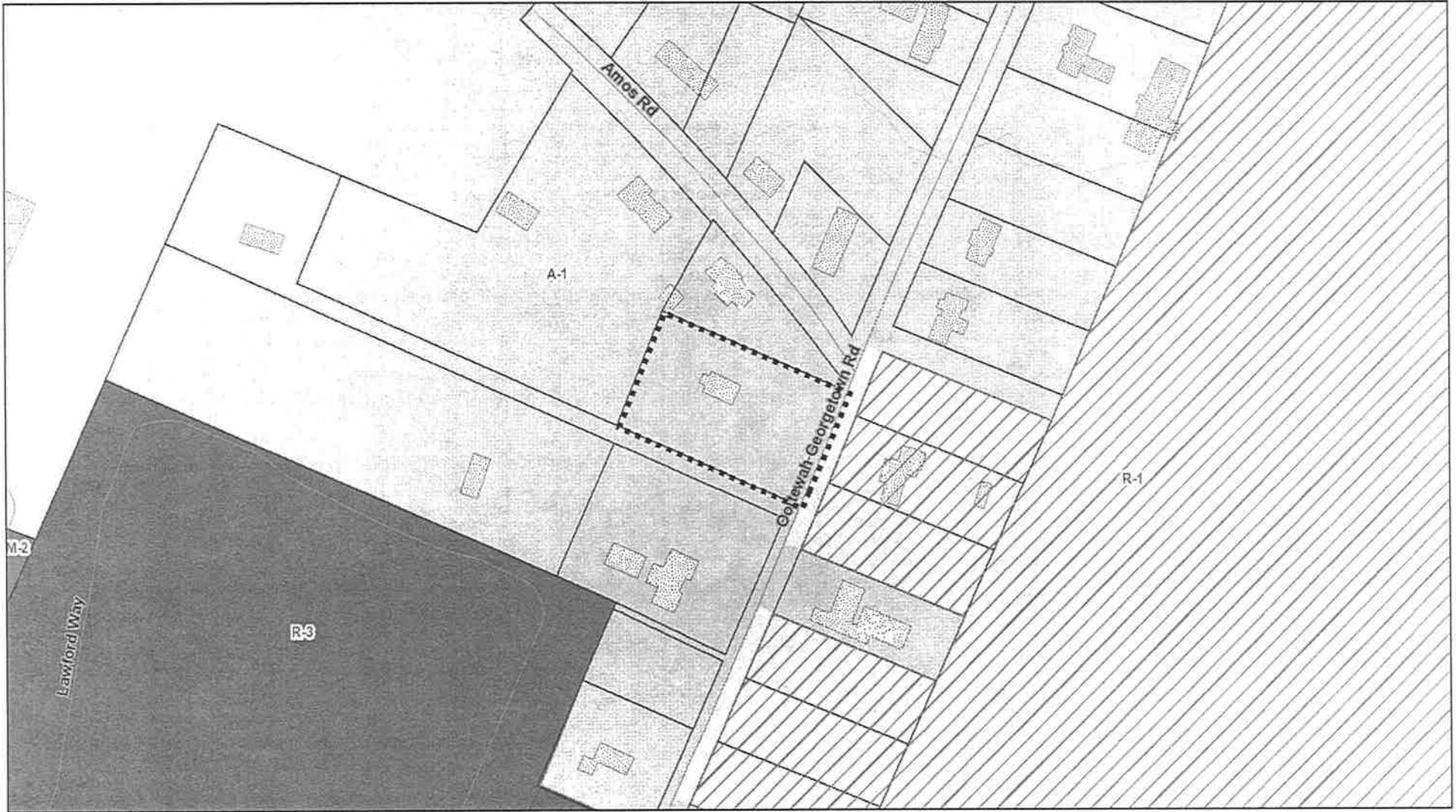
- The Wolftever Creek Area Plan (adopted by County Commission in 2007) recommends Office/Institutional for this area.
- The O-1 Office District permits single-family homes, duplexes, offices, and barber and beauty shops.

Key Findings

- The proposal is supported by the recommendations of the adopted Land Use Plan for the area, which in anticipation of the widening of Ooltewah-Georgetown Rd supports higher-intensity uses and recommends office development from Scroggins Circle to Amos Rd.
- The proposed use is consistent with surrounding uses, the dentist office located 600 feet to the south.
- While the proposal would set a precedent for future requests, the Wolftever Creek Area Plan seeks to define desirable parameters of continued growth and development.

Staff Recommendation

Approve



2015-148 Rezoning from A-1 to O-1



200 ft

Chattanooga Hamilton County Regional Planning Agency



Site Plan

Case # _____

Total Acres being requested for rezoning or special permit: _____

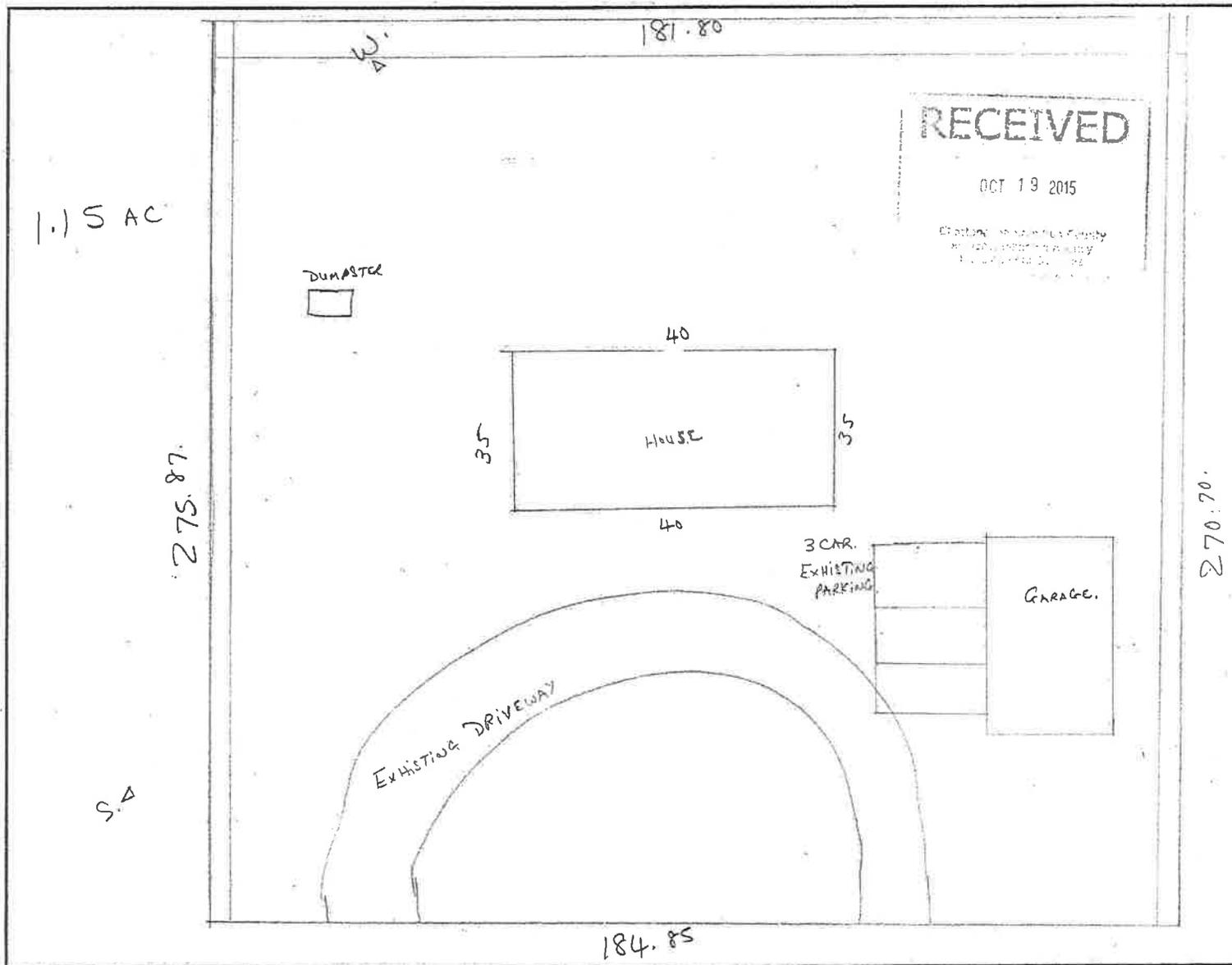
Total number of dwelling units (if applicable): _____

Identify all items on the site plan that are listed in the RPA Site Plan Policy



Date Received _____

Applicant Initial _____



OOLTEWAH, GEORGETOWN RD, OOLTEWAH, GA 37363



Hamilton County Board of Commissioners

RESOLUTION

No. 116-19A

(P.C. NO. 2015-151)

**A RESOLUTION TO REZONE FROM C-2 LOCAL
BUSINESS COMMERCIAL DISTRICT TO R-3
APARTMENT-TOWNHOUSE DISTRICT, PROPERTY
LOCATED AT 2139 CUMMINGS HIGHWAY**

WHEREAS, Alan Haniszewski & Frank May petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from C-2 Local Business Commercial District to R-3 Apartment-Townhouse District, property located at 2139 Cummings Highway, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Alan Haniszewski & Frank May requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on January 20, 2016, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended to rezone from C-2 Local Business Commercial District to R-3 Apartment-Townhouse District, property located at 2139 Cummings Highway. Lot 1, Trammel on Cummings Highway, Plat Book 95, Page 43, ROHC, Deed Book 10368, Page 548, ROHC. Tax Map 155A-A-001.01 as shown on the attached map.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 20, 2016

Date

2015-151 Hamilton County
December 14, 2015

RESOLUTION

WHEREAS, Alan Haniszewski & Frank May petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from C-2 Local Business Commercial District to R-3 Apartment-Townhouse District, property located at 2139 Cummings Highway.

Lot 1, Trammel on Cummings Highway, Plat Book 95, Page 43, ROHC, Deed Book 10368, Page 548, ROHC. Tax Map 155A-A-001.01 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on December 14, 2015,

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

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

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

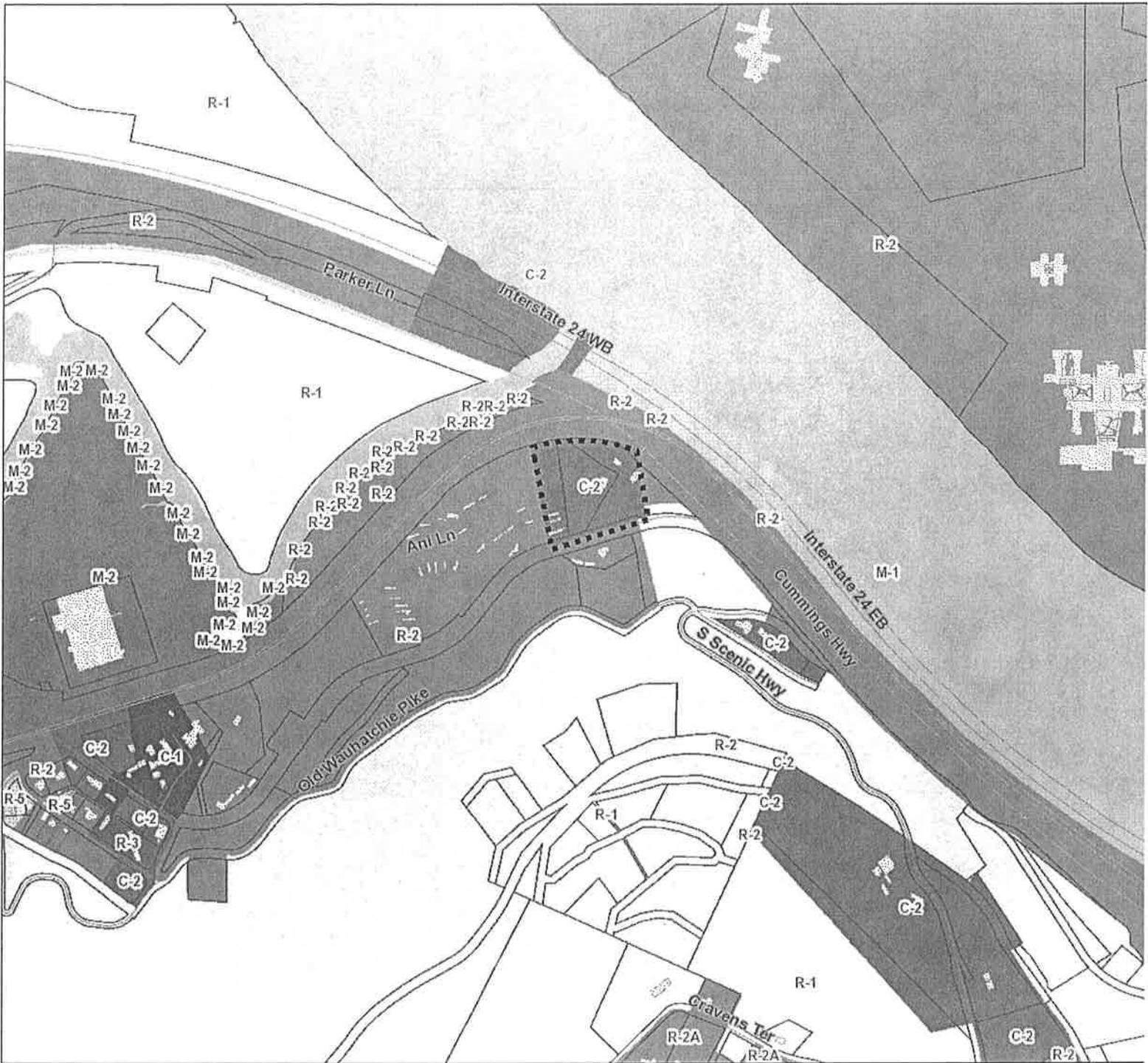
AND WHEREAS, the Planning Commission has determined that the proposal is supported by the recommendations of the adopted Land Use Plan for the area.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on December 14, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved, subject to the following conditions: 1) Residential density is not to exceed eight units per acre; and 2) Height is not to exceed two and one-half (2 ½) stories or thirty-five (35) feet.

Respectfully submitted,



John Bridger
Secretary



2015-151 Rezoning from C-2 to R-3

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2015-151: Approve, subject to: 1) Residential density is not to exceed eight units per acre; and 2) Height is not to exceed two and one-half (2 1/2) stories or thirty-five (35) feet.



726 ft



PLANNING COMMISSION CASE REPORT

Case Number: 2015-151

PC Meeting Date: 12-14-15

Applicant Request

Rezone from C-2 Local Business Commercial District to R-3 Multi-Family Residential District

Property Location:	2139 Cummings Hwy
Property Owner:	Frank May
Applicant:	Alan Haniszewski

Project Description

- Proposal: Build three cabins, connected by a breezeway, on 1.74-acre site for short-term vacation rentals. Owner will live on site in an existing single-family home and manage the short-term vacation rentals.
- Proposed Access: Cummings Highway.
- Proposed Development Form: 1-story existing buildings.
- Proposed Density: Approximately 2.29 dwelling units per acre (4 units on 1.74 acres).

Site Analysis

Site Description

- Location: The 1.74-acre site is located on the north side of Cummings Highway at the northwest foot of Lookout Mountain and west of Lookout Creek at the Tennessee River.
- Current Access: Cummings Highway
- Tennessee Department of Transportation Functional Classification: Urban Minor Arterial
- Current Development form: Neighboring properties contains single-story residential structures and rural undeveloped wooded lands.
- Current Land Uses: A mobile home park, owned by the applicant's family, is adjacent to the site on the west side. To the north is located a rail line, Lookout Creek, and the Tennessee River. The Interstate 24 right-of-way is adjacent to the east. South, across Cummings Highway, is a vacant motel and wooded acreage of the National Park Service.
- Current Density: The approximate residential density in the area is calculated from the adjacent mobile home park at approximately 2.5 dwelling units per acre (33 addresses on 13 acres).

Zoning History

- The site is currently zoned C-2 Local Business Commercial District without conditions.
- All adjacent properties are zoned R-2 Urban Residential District.
- The nearest R-3 District (same as the request) is approximately ½-mile to the southwest at Maplewood Lane and Alford Hill Drive.
- There has been no recent zoning activity on this site.

Plans/Policies/Regulations

- The Lookout Valley Area Plan (adopted by City Council in 2003) recommends Medium Density Residential for this property location. This land use category is intended for single-family dwellings, townhomes, and patio homes with a density of five to eight units per acre. Townhome and patio home developments should be designed in a manner that is compatible with and enhances the surrounding neighborhood. Neighborhood-scale assisted living facilities would also be included in this classification. This classification is not intended to encourage the creation or expansion of mobile home parks or apartment buildings.
- The Lookout Valley Plan recommends locating medium density residential development closer to Cummings Highway and Interstate 24. This would maximize the use of existing infrastructure and protect the single-family nature of several of the area's older neighborhoods.
- The C-2 Local Business Commercial District permits retail, consumer service, financial, restaurant, and office uses, but not short-term vacation rentals.

PLANNING COMMISSION CASE REPORT

- The R-3 Multi-family Residential District permits all types of residential uses, including short-term vacation rentals.

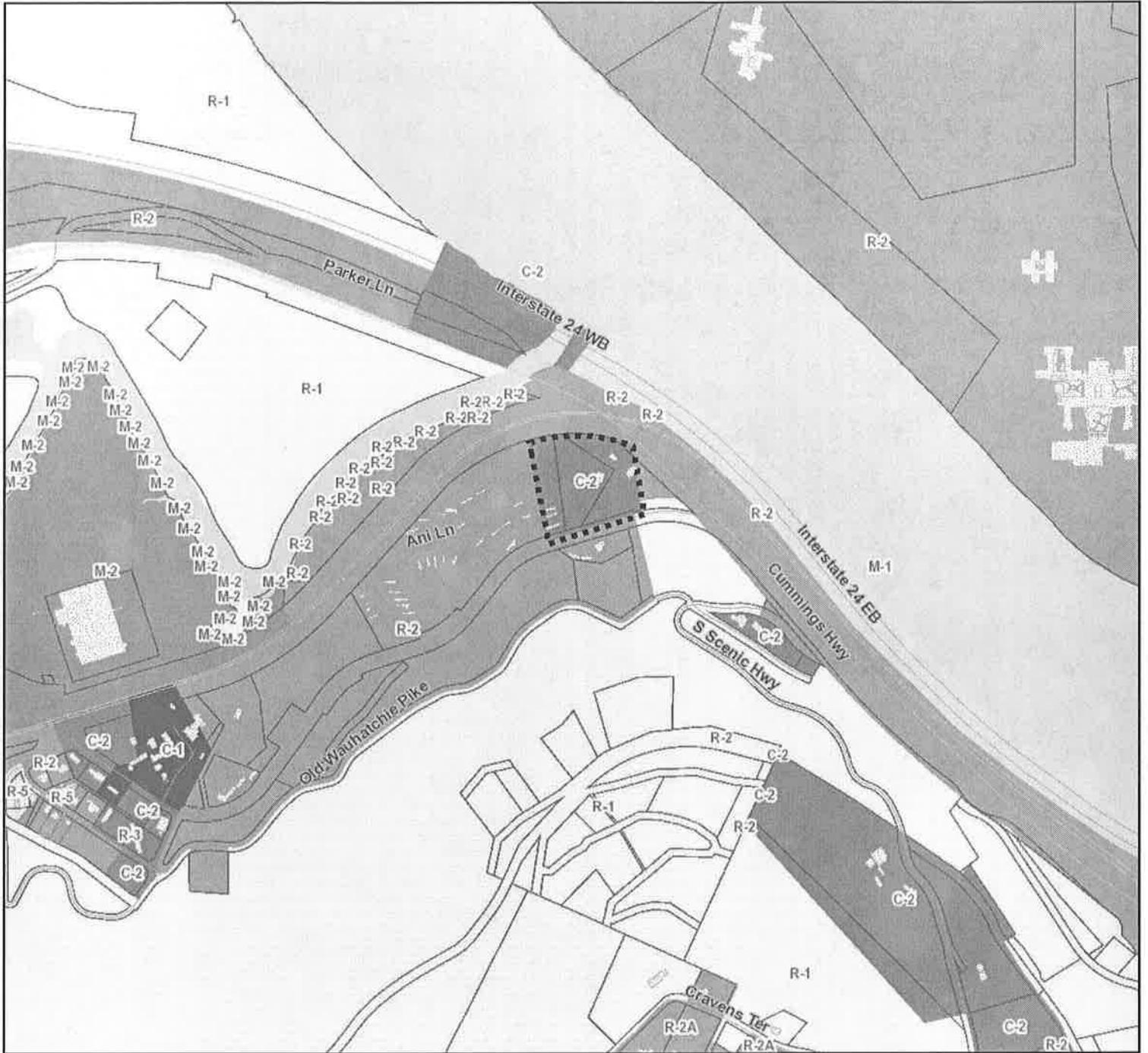
Key Findings

- The proposal is supported by the adopted Land Use Plan for the area as it recommends a medium-density residential development along Cummings Highway.
- The proposed use is compatible with the adjacent mobile home park and wooded/creek lands.
- The proposed one-story cabins are consistent with the single-story residential development form of the area and do not raise concerns regarding location, lighting, or height.
- The proposed residential density of 2.29 units per acre is compatible with the surrounding residential density of 2.5 units per acre, and the adopted Land Use Plan which recommended 5 to 8 units per acre.
- The R-3 Multi-family Residential Zoning District proposal would not be an extension of an existing zone. The adjacent properties are zoned R-2 Urban Residential District.
- The proposal would set a precedent for future requests along Cummings Highway. This classification is described in the adopted Land Use Plan as intended for developments similar to the proposal, including single-family dwellings, townhomes, and patio homes. This classification is not intended to encourage the creation or expansion of mobile home parks or apartment buildings.

Staff Recommendation

Approve, subject to the following conditions:

1. Residential density is not to exceed eight units per acre.
2. Height is not to exceed two and one-half (2 ½) stories or thirty-five (35) feet.



2015-151 Rezoning from C-2 to R-3

726 ft

Chattanooga Hamilton County Regional Planning Agency



Hamilton County Board of Commissioners

RESOLUTION

No. 116-19B

(P.C. NO. 2015-151)

A RESOLUTION TO REZONE FROM C-2 LOCAL BUSINESS COMMERCIAL DISTRICT TO R-3 APARTMENT-TOWNHOUSE DISTRICT, PROPERTY LOCATED AT 2139 CUMMINGS HIGHWAY

WHEREAS, Alan Haniszewski & Frank May petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from C-2 Local Business Commercial District to R-3 Apartment-Townhouse District, property located at 2139 Cummings Highway, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Alan Haniszewski & Frank May requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on January 20, 2016, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended to rezone, **subject to: 1) Residential density is not to exceed eight units per acre; and 2) Height is not to exceed two and one-half (2 ½) stores or thirty-five (35) feet,** from C-2 Local Business Commercial District to R-3 Apartment-Townhouse District, property located at 2139 Cummings Highway. Lot 1, Trammel on Cummings Highway, Plat Book 95, Page 43, ROHC, Deed Book 10368, Page 548, ROHC. Tax Map 155A-A-001.01 as shown on the attached map.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 20, 2016

Date

2015-151 Hamilton County
December 14, 2015

RESOLUTION

WHEREAS, Alan Haniszewski & Frank May petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from C-2 Local Business Commercial District to R-3 Apartment-Townhouse District, property located at 2139 Cummings Highway.

Lot 1, Trammel on Cummings Highway, Plat Book 95, Page 43, ROHC, Deed Book 10368, Page 548, ROHC. Tax Map 155A-A-001.01 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on December 14, 2015,

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

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

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

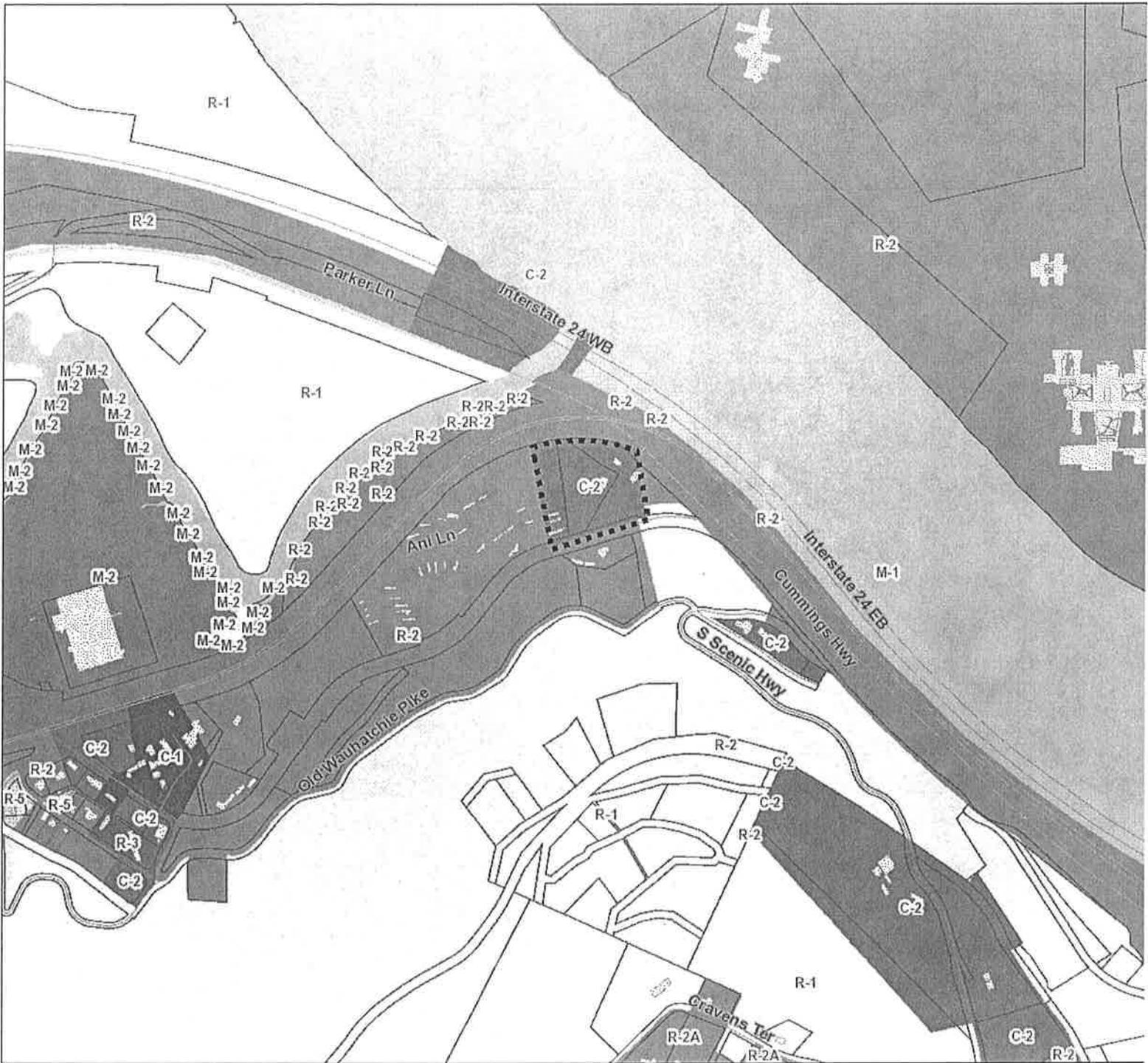
AND WHEREAS, the Planning Commission has determined that the proposal is supported by the recommendations of the adopted Land Use Plan for the area.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on December 14, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved, subject to the following conditions: 1) Residential density is not to exceed eight units per acre; and 2) Height is not to exceed two and one-half (2 ½) stories or thirty-five (35) feet.

Respectfully submitted,



John Bridger
Secretary



2015-151 Rezoning from C-2 to R-3

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2015-151: Approve, subject to: 1) Residential density is not to exceed eight units per acre; and 2) Height is not to exceed two and one-half (2 1/2) stories or thirty-five (35) feet.



726 ft



PLANNING COMMISSION CASE REPORT

Case Number: 2015-151

PC Meeting Date: 12-14-15

Applicant Request

Rezone from C-2 Local Business Commercial District to R-3 Multi-Family Residential District

Property Location:	2139 Cummings Hwy
Property Owner:	Frank May
Applicant:	Alan Haniszewski

Project Description

- Proposal: Build three cabins, connected by a breezeway, on 1.74-acre site for short-term vacation rentals. Owner will live on site in an existing single-family home and manage the short-term vacation rentals.
- Proposed Access: Cummings Highway.
- Proposed Development Form: 1-story existing buildings.
- Proposed Density: Approximately 2.29 dwelling units per acre (4 units on 1.74 acres).

Site Analysis

Site Description

- Location: The 1.74-acre site is located on the north side of Cummings Highway at the northwest foot of Lookout Mountain and west of Lookout Creek at the Tennessee River.
- Current Access: Cummings Highway
- Tennessee Department of Transportation Functional Classification: Urban Minor Arterial
- Current Development form: Neighboring properties contains single-story residential structures and rural undeveloped wooded lands.
- Current Land Uses: A mobile home park, owned by the applicant's family, is adjacent to the site on the west side. To the north is located a rail line, Lookout Creek, and the Tennessee River. The Interstate 24 right-of-way is adjacent to the east. South, across Cummings Highway, is a vacant motel and wooded acreage of the National Park Service.
- Current Density: The approximate residential density in the area is calculated from the adjacent mobile home park at approximately 2.5 dwelling units per acre (33 addresses on 13 acres).

Zoning History

- The site is currently zoned C-2 Local Business Commercial District without conditions.
- All adjacent properties are zoned R-2 Urban Residential District.
- The nearest R-3 District (same as the request) is approximately ½-mile to the southwest at Maplewood Lane and Alford Hill Drive.
- There has been no recent zoning activity on this site.

Plans/Policies/Regulations

- The Lookout Valley Area Plan (adopted by City Council in 2003) recommends Medium Density Residential for this property location. This land use category is intended for single-family dwellings, townhomes, and patio homes with a density of five to eight units per acre. Townhome and patio home developments should be designed in a manner that is compatible with and enhances the surrounding neighborhood. Neighborhood-scale assisted living facilities would also be included in this classification. This classification is not intended to encourage the creation or expansion of mobile home parks or apartment buildings.
- The Lookout Valley Plan recommends locating medium density residential development closer to Cummings Highway and Interstate 24. This would maximize the use of existing infrastructure and protect the single-family nature of several of the area's older neighborhoods.
- The C-2 Local Business Commercial District permits retail, consumer service, financial, restaurant, and office uses, but not short-term vacation rentals.

PLANNING COMMISSION CASE REPORT

- The R-3 Multi-family Residential District permits all types of residential uses, including short-term vacation rentals.

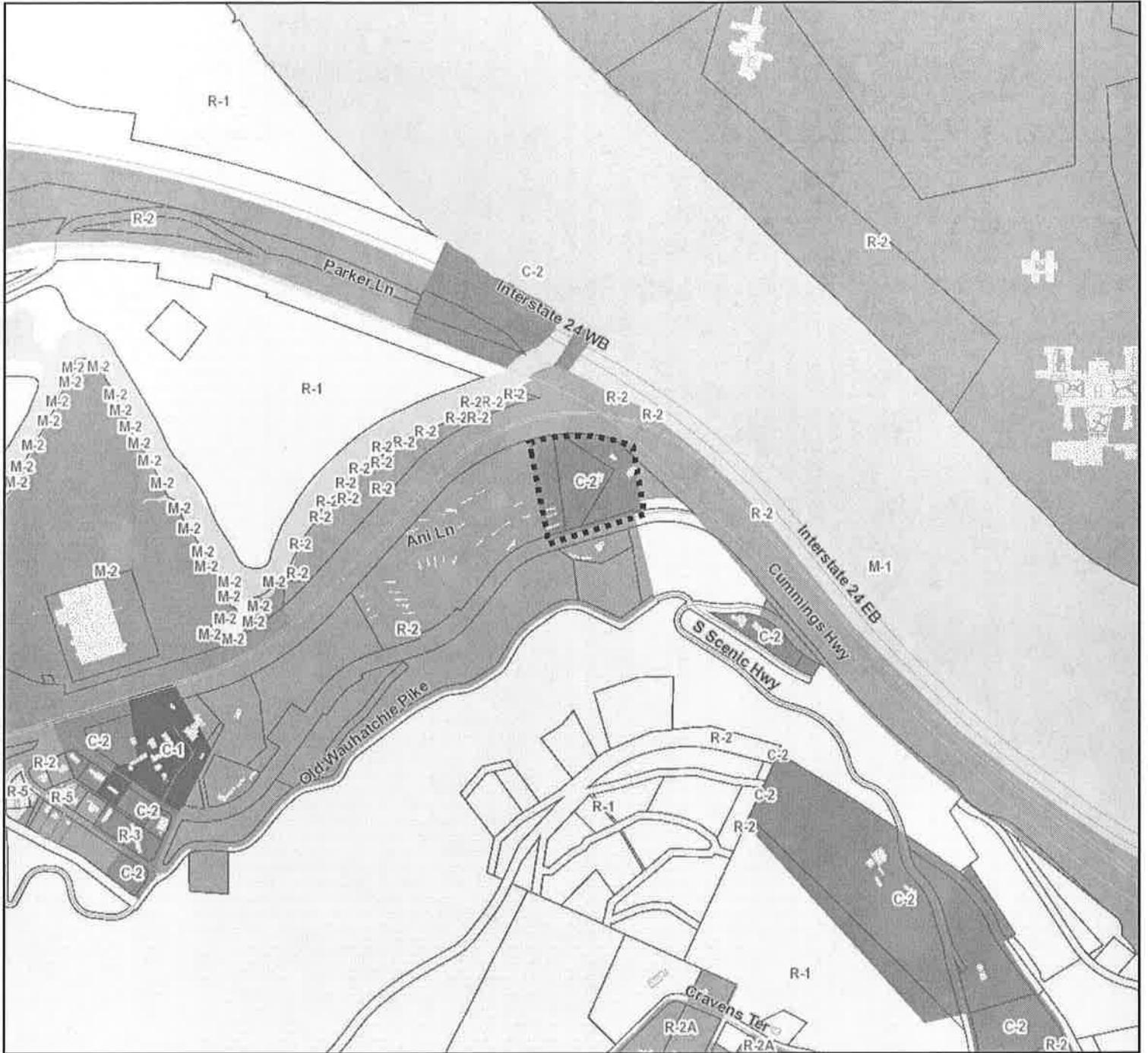
Key Findings

- The proposal is supported by the adopted Land Use Plan for the area as it recommends a medium-density residential development along Cummings Highway.
- The proposed use is compatible with the adjacent mobile home park and wooded/creek lands.
- The proposed one-story cabins are consistent with the single-story residential development form of the area and do not raise concerns regarding location, lighting, or height.
- The proposed residential density of 2.29 units per acre is compatible with the surrounding residential density of 2.5 units per acre, and the adopted Land Use Plan which recommended 5 to 8 units per acre.
- The R-3 Multi-family Residential Zoning District proposal would not be an extension of an existing zone. The adjacent properties are zoned R-2 Urban Residential District.
- The proposal would set a precedent for future requests along Cummings Highway. This classification is described in the adopted Land Use Plan as intended for developments similar to the proposal, including single-family dwellings, townhomes, and patio homes. This classification is not intended to encourage the creation or expansion of mobile home parks or apartment buildings.

Staff Recommendation

Approve, subject to the following conditions:

1. Residential density is not to exceed eight units per acre.
2. Height is not to exceed two and one-half (2 ½) stories or thirty-five (35) feet.



2015-151 Rezoning from C-2 to R-3

726 ft

Chattanooga Hamilton County Regional Planning Agency



Hamilton County Board of Commissioners RESOLUTION

No. 116-20

A RESOLUTION REAPPOINTING PATRICIA MOORE AS AN ASSOCIATE MEMBER TO THE HAMILTON COUNTY BOARD OF ZONING APPEALS FOR A TERM ENDING JANUARY 20, 2021.

WHEREAS, Tennessee Code Annotated Section 13-406 and Hamilton County Zoning Regulation VII, Section 106 et seq., provide for the appointment of members to the Hamilton County Board of Zoning Appeals by the Hamilton County Board of Commissioners; and

WHEREAS, the Local Zoning Ordinance of Hamilton County has been amended to reflect that associate members can be appointed to the Board of Zoning Appeals to serve in the event that any regular member is temporarily unavailable to act owing to their absence from the County, illness, interest in a case before the Board, or other cause; and

WHEREAS, the term of Patricia Moore, as associate member to the Hamilton County Board of Zoning Appeals expires on January 19, 2016, but it is the desire of this county legislative body to reappoint her for another five (5) year term.

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

That Patricia Moore is hereby reappointed as an associate member to the Hamilton County Board of Zoning Appeals to serve a five (5) year term, beginning January 20, 2016 and ending January 20, 2021.

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

January 20, 2016

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 116-21

A RESOLUTION MAKING AN APPROPRIATION TO DALLAS BAY VOLUNTEER FIRE DEPARTMENT FOR A TOTAL AMOUNT OF TWENTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$29,500.00) FROM GENERAL FUND DISCRETIONARY MONIES AND DISCRETIONARY BOND FUND MONIES, AS ALLOTTED TO DISTRICT THREE.

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

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

WHEREAS, Commissioner Marty Haynes has expressed a desire to allocate Fifteen Thousand Dollars (\$15,000.00) from discretionary bond fund monies and Fourteen Thousand Five Hundred Dollars (\$14,500.00) from General Fund travel discretionary monies, for a total amount of Twenty Nine Thousand Five Hundred Dollars (\$29,500.00), to Dallas Bay Volunteer Fire Department to assist with the purchase of a medical service truck; and

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

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

That Fifteen Thousand Dollars (\$15,000.00) from discretionary bond funds and Fourteen Thousand Five Hundred Dollars (\$14,500.00) from General Fund travel discretionary monies, for a total amount of Twenty Nine Thousand Five Hundred Dollars (\$29,500.00), be appropriated to Dallas Bay Volunteer Fire Department to assist with the purchase of a medical service truck.

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

1. That the nonprofit charitable and civic organization to which funds are appropriated shall file with the County Clerk and the Administrator of Finance a copy of an annual report of its business affairs and transactions and the proposed

use of the County's funds. Such annual report shall be prepared and certified by the chief financial officer of such nonprofit organization in accordance with Section 5-9-109(c), T.C.A.

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 20, 2016

Date



Hamilton County Board of Commissioners RESOLUTION

No. 116-22

A RESOLUTION APPROVING THE EXPENDITURE OF UP TO FOUR THOUSAND DOLLARS (\$4,000.00) FROM DISCRETIONARY BOND FUNDS (AS ALLOTTED TO DISTRICT NINE) TO PURCHASE LAB EQUIPMENT FOR HARRISON ELEMENTARY SCHOOL.

WHEREAS, there is a need for lab equipment at Harrison Elementary School; and

WHEREAS, Commissioner Chester Bankston desires to use up to Four Thousand Dollars (\$4,000.00) from discretionary bond funds, as allotted to District Nine, to purchase said lab equipment; and

WHEREAS, Hamilton County Board of Education has approved this purchase; and

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

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

That the expenditure of up to Four Thousand Dollars (\$4,000.00) from discretionary bond funds, as allotted to District Nine, be approved to purchase lab equipment for Harrison Elementary School.

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

January 20, 2016

Date



HAMILTON COUNTY DEPARTMENT OF EDUCATION
 3074 Hickory Valley Road
 Chattanooga, Tennessee 37421
 423/209-8400

NOTICE OF CERTIFICATION

I, Ann G. Bates, Executive Administrative Assistant to the Hamilton County Board of Education, and as such, keeper of the records of the Board of Education of said County, do hereby certify that the foregoing is a true and correct statement of Board action at the Quarterly Session on Thursday, December 17, 2015.

**HAMILTON COUNTY BOARD OF EDUCATION
 QUARTERLY SESSION – DECEMBER 17, 2015**

Roll Call: Present were Chairman Welch, Mr. Galloway, Dr. Highlander, Mrs. Horn, Dr. Martin, Mr. Testerman, Mrs. Thurman, and Superintendent Smith. Absent were Mrs. Mosley and Mr. Ricks.

IV.C.(4) Donation Acceptance Requests – Christie Jordan

Chairman Welch made a motion, seconded by Mrs. Horn that the Board delegate the approval of acceptance of donations from County Commission discretionary funds to the Superintendent with the understanding the Board will have a monthly report and if there is any denial of acceptance that the Board will be made aware and that will be brought to the Board for discussion.

Discussion followed.

Mr. Highlander made a motion, seconded by Dr. Martin, to table the item.

ROLL CALL VOTE to table: Dr. Highlander and Dr. Martin voted aye. Mr. Galloway, Mrs. Horn, Mr. Testerman, Mrs. Thurman, and Dr. Welch voted nay.

MOTION FAILED

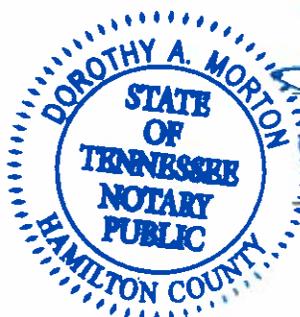
ROLL CALL VOTE on main motion: Mr. Galloway, Dr. Highlander, Mrs. Horn, Dr. Martin, Mr. Testerman, Mrs. Thurman, and Dr. Welch voted aye.

MOTION UNANIMOUSLY APPROVED

Ann G. Bates

Ann G. Bates, Executive Assistant

WITNESS my hand on this 18th day of December, 2015.



Dorothy A. Morton
 Notary

July 9, 2019
 My commission expires:
 My Commission Expires July 9, 2019



Hamilton County Board of Commissioners

RESOLUTION

No. 116-23

A RESOLUTION MAKING AN APPROPRIATION TO JUNIOR ACHIEVEMENT OF CHATTANOOGA, INC., IN THE AMOUNT OF SEVEN HUNDRED FIFTY DOLLARS (\$750.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT NINE.

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

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

WHEREAS, Commissioner Chester Bankston has expressed a desire to allocate Seven Hundred Fifty Dollars (\$750.00) from General Fund discretionary monies to assist with the Spirit of Achievement Awards Luncheon; and

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

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

That Seven Hundred Fifty Dollars (\$750.00) from General Fund discretionary monies be appropriated to Junior Achievement of Chattanooga, Inc., to assist with the Spirit of Achievement Awards Luncheon.

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

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

2. That said funds must only be used by the named nonprofit charitable and civic organization in furtherance of their nonprofit purpose benefiting the general welfare of the residents of the County.

3. That it is the expressed interest of the County Commission of Hamilton County in providing these funds to the above named organization to be fully in compliance with Section 5-9-109 of the Tennessee Code Annotated and any and all other laws which may apply to County appropriations to nonprofit charitable and civic organizations and so this is made subject to compliance with any and all of these laws and regulations.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 20, 2016

Date

Return of Organization Exempt From Income Tax

2014

Open to Public Inspection

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

▶ Do not enter social security numbers on this form as it may be made public.

▶ Information about Form 990 and its instructions is at www.irs.gov/form990.

Department of the Treasury
Internal Revenue Service

A For the 2014 calendar year, or tax year beginning July 1, 2014, and ending June 30, 20 15

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization Junior Achievement of Chattanooga, Inc.
 Doing business as
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
5721 Marlin Road 3400
 City or town, state or province, country, and ZIP or foreign postal code
Chattanooga TN 37411

D Employer identification number
62-0636297

E Telephone number
423-892-4488

G Gross receipts \$ 520,163

F Name and address of principal officer: Brigette Thurman
5721 Marlin Rd., Chattanooga TN 37411

H(e) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? Yes No
 If "No," attach a list. (see instructions)

I Tax-exempt status: 501(c)(3) 501(c) () ◀ (insert no.) 4947(a)(1) or 527

J Website: ▶ N/A

K Form of organization: Corporation Trust Association Other ▶

L Year of formation: 1960 **M** State of legal domicile: TN

Part I Summary

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: <u>Providing young people with economic education programs.</u>		
	2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	Number of voting members of the governing body (Part VI, line 1a)	<u>3</u>	<u>31</u>
	4	Number of independent voting members of the governing body (Part VI, line 1b)	<u>4</u>	<u>0</u>
	5	Total number of individuals employed in calendar year 2014 (Part V, line 2a)	<u>5</u>	<u>5</u>
	6	Total number of volunteers (estimate if necessary)	<u>6</u>	<u>648</u>
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	<u>7a</u>	<u>192,440</u>
	b	Net unrelated business taxable income from Form 990-T, line 34	<u>7b</u>	
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year <u>251,006</u>	Current Year <u>250,748</u>
	9	Program service revenue (Part VIII, line 2g)	<u>0</u>	<u>0</u>
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<u>80</u>	<u>97</u>
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<u>179,347</u>	<u>193,910</u>
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<u>430,433</u>	<u>444,755</u>
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	<u>0</u>	<u>0</u>
	14	Benefits paid to or for members (Part IX, column (A), line 4)	<u>0</u>	<u>0</u>
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	<u>244,539</u>	<u>266,644</u>
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	<u>0</u>	<u>0</u>
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶		
	17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	<u>153,351</u>	<u>194,636</u>
	18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	<u>397,890</u>	<u>431,101</u>
	19	Revenue less expenses. Subtract line 18 from line 12	<u>32,543</u>	<u>13,654</u>
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	Beginning of Current Year <u>277,045</u>	End of Year <u>300,340</u>
	21	Total liabilities (Part X, line 26)	<u>9,595</u>	<u>19,235</u>
	22	Net assets or fund balances. Subtract line 21 from line 20	<u>267,450</u>	<u>281,105</u>

Part II Signature Block

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

Sign Here

Signature of officer: Brigette M. Thurman Date: 11-4-15

Type or print name and title: Brigette M. Thurman, President

Paid Preparer Use Only

Print/Type preparer's name: Jon Wilkey Preparer's signature: Jon Wilkey, CPA Date: 11-4-15 Check if self-employed PTIN: P01381026

Firm's name ▶ Jon Wilkey CPA, P.C. Firm's EIN ▶ 62-1338075

Firm's address ▶ 3475 Brainerd Rd., Chattanooga TN 37411 Phone no. 423-622-0636

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

06DEN UT 84201-0038

In reply refer to: 0438046480
Aug. 12, 2011 LTR 4168C 0
84-1267604 000000 00
00025462
BODC: TE

JUNIOR ACHIEVEMENT USA
1 EDUCATION WAY
COLORADO SPGS CO 80906-4477



024250

Employer Identification Number: 84-1267604
Person to Contact: Ms. Casteel
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Aug. 03, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in Jan. 1944.

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

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

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



Hamilton County Board of Commissioners RESOLUTION

No. 116-24

A RESOLUTION MAKING AN APPROPRIATION TO PSI LAMBDA EDUCATIONAL FOUNDATION, INC., IN THE AMOUNT OF THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FOUR.

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

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

WHEREAS, Commissioner Warren Mackey has expressed a desire to allocate Three Thousand Five Hundred Dollars (\$3,500.00) from General Fund discretionary monies to Psi Lambda Educational Foundation, Inc., to assist with youth development; and

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

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

That Three Thousand Five Hundred Dollars (\$3,500.00) from General Fund discretionary monies be appropriated to Psi Lambda Educational Foundation, Inc., to assist with youth development.

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

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

2. That said funds must only be used by the named nonprofit charitable and civic organization in furtherance of their nonprofit purpose benefiting the general welfare of the residents of the County.

3. That it is the expressed interest of the County Commission of Hamilton County in providing these funds to the above named organization to be fully in compliance with Section 5-9-109 of the Tennessee Code Annotated and any and all other laws which may apply to County appropriations to nonprofit charitable and civic organizations and so this is made subject to compliance with any and all of these laws and regulations.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 20, 2016

Date

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

DEPARTMENT OF THE TREASURY

FEB 04 2012

Date:

Employer Identification Number:
48-1263914

DLN:

17053199324021

Contact Person:

FAITH E CUMMINS

ID# 31534

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Effective Date of Exemption:

July 13, 2011

Addendum Applies:

Yes

PSI LAMBDA EDUCATIONAL FOUNDATION
INC
3322 FOREST SHADOS DR
CHATTANOOGA, TN 37421-2839

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a private foundation within the meaning of section 509(a) of the Code. You are required to file Form 990-PF annually.

Please see enclosed Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Lois G. Lerner

Director, Exempt Organizations

Enclosure: Publication 4221-PF

Letter 1076 (DO/CG)

Return of Private Foundation
or Section 4947(a)(1) Trust Treated as Private Foundation

Department of the Treasury
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.
▶ Information about Form 990-PF and its separate instructions is at www.irs.gov/form990pf.

Open to Public Inspection

For calendar year 2014 or tax year beginning January 1, 2014, and ending December 31, 2014

Name of foundation PSI Lambda Educational Foundation, INC.		A Employer identification number 48-1263914
Number and street (or P.O. box number if mail is not delivered to street address) 910 Georgia Avenue	Room/suite Suite 334	B Telephone number (see instructions) 423-697-1760
City or town, state or province, country, and ZIP or foreign postal code Chattanooga, TN 37401		C If exemption application is pending, check here <input type="checkbox"/>
G Check all that apply: <input type="checkbox"/> Initial return <input type="checkbox"/> Initial return of a former public charity <input type="checkbox"/> Final return <input type="checkbox"/> Amended return <input type="checkbox"/> Address change <input type="checkbox"/> Name change		D 1. Foreign organizations, check here <input type="checkbox"/> 2. Foreign organizations meeting the 85% test, check here and attach computation <input type="checkbox"/>
H Check type of organization: <input checked="" type="checkbox"/> Section 501(c)(3) exempt private foundation <input type="checkbox"/> Section 4947(a)(1) nonexempt charitable trust <input type="checkbox"/> Other taxable private foundation		E If private foundation status was terminated under section 507(b)(1)(A), check here <input type="checkbox"/>
I Fair market value of all assets at end of year (from Part II, col. (c), line 16) ▶ \$ 22,906	J Accounting method: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other (specify) _____ <i>(Part I, column (d) must be on cash basis.)</i>	F If the foundation is in a 60-month termination under section 507(b)(1)(B), check here <input type="checkbox"/>

Part I Analysis of Revenue and Expenses <i>(The total of amounts in columns (b), (c), and (d) may not necessarily equal the amounts in column (a) (see instructions).)</i>		(a) Revenue and expenses per books	(b) Net investment income	(c) Adjusted net income	(d) Disbursements for charitable purposes (cash basis only)
Revenue	1 Contributions, gifts, grants, etc., received (attach schedule)	0			
	2 Check <input checked="" type="checkbox"/> if the foundation is not required to attach Sch. B				
	3 Interest on savings and temporary cash investments	9	0	0	
	4 Dividends and interest from securities	0	0	0	
	5a Gross rents	0	0	0	
	b Net rental income or (loss)				
	6a Net gain or (loss) from sale of assets not on line 10	0			
	b Gross sales price for all assets on line 6a				
	7 Capital gain net income (from Part IV, line 2)		0		
	8 Net short-term capital gain			0	
	9 Income modifications			0	
	10a Gross sales less returns and allowances				
b Less: Cost of goods sold					
c Gross profit or (loss) (attach schedule)			0		
11 Other income (attach schedule)	22,669	0	0		
12 Total. Add lines 1 through 11	22,677	0	0		
Operating and Administrative Expenses	13 Compensation of officers, directors, trustees, etc.	0	0	0	0
	14 Other employee salaries and wages	0	0	0	0
	15 Pension plans, employee benefits	0	0	0	0
	16a Legal fees (attach schedule)	0	0	0	0
	b Accounting fees (attach schedule)	0	0	0	0
	c Other professional fees (attach schedule)	0	0	0	0
	17 Interest	0	0	0	0
	18 Taxes (attach schedule) (see instructions)	0	0	0	0
	19 Depreciation (attach schedule) and depletion	0	0	0	
	20 Occupancy	0	0	0	0
	21 Travel, conferences, and meetings	0	0	0	0
	22 Printing and publications	0	0	0	0
	23 Other expenses (attach schedule)	13,145	0	0	13,145
	24 Total operating and administrative expenses. Add lines 13 through 23	13,145	0	0	13,145
	25 Contributions, gifts, grants paid	4,400			4,400
26 Total expenses and disbursements. Add lines 24 and 25	17,545	0	0	17,545	
27 Subtract line 26 from line 12:					
a Excess of revenue over expenses and disbursements	5,132				
b Net investment income (if negative, enter -0-)		5,132			
c Adjusted net income (if negative, enter -0-)			5,132		

Part II Balance Sheets		Attached schedules and amounts in the description column should be for end-of-year amounts only. (See instructions.)			
		Beginning of year (a) Book Value	End of year (b) Book Value (c) Fair Market Value		
Assets	1	Cash—non-interest-bearing			
	2	Savings and temporary cash investments	17,774	22,906	22,906
	3	Accounts receivable ▶			
		Less: allowance for doubtful accounts ▶	0	0	0
	4	Pledges receivable ▶			
		Less: allowance for doubtful accounts ▶			
	5	Grants receivable			
	6	Receivables due from officers, directors, trustees, and other disqualified persons (attach schedule) (see instructions)			
	7	Other notes and loans receivable (attach schedule) ▶			
		Less: allowance for doubtful accounts ▶			
	8	Inventories for sale or use			
	9	Prepaid expenses and deferred charges			
	10a	Investments—U.S. and state government obligations (attach schedule)			
	b	Investments—corporate stock (attach schedule)			
	c	Investments—corporate bonds (attach schedule)			
	11	Investments—land, buildings, and equipment: basis ▶			
	Less: accumulated depreciation (attach schedule) ▶				
12	Investments—mortgage loans				
13	Investments—other (attach schedule)				
14	Land, buildings, and equipment: basis ▶				
	Less: accumulated depreciation (attach schedule) ▶				
15	Other assets (describe ▶)				
16	Total assets (to be completed by all filers—see the instructions. Also, see page 1, item I)	17,774	22,906	22,906	
Liabilities	17	Accounts payable and accrued expenses	0	0	
	18	Grants payable			
	19	Deferred revenue			
	20	Loans from officers, directors, trustees, and other disqualified persons			
	21	Mortgages and other notes payable (attach schedule)			
	22	Other liabilities (describe ▶)			
	23	Total liabilities (add lines 17 through 22)	0	0	
Net Assets or Fund Balances	Foundations that follow SFAS 117, check here ▶ <input type="checkbox"/> and complete lines 24 through 26 and lines 30 and 31.				
	24	Unrestricted			
	25	Temporarily restricted			
	26	Permanently restricted			
	Foundations that do not follow SFAS 117, check here ▶ <input type="checkbox"/> and complete lines 27 through 31.				
	27	Capital stock, trust principal, or current funds	17,774	22,906	
	28	Paid-in or capital surplus, or land, bldg., and equipment fund	0	0	
	29	Retained earnings, accumulated income, endowment, or other funds	0	0	
30	Total net assets or fund balances (see instructions)	17,774	22,906		
31	Total liabilities and net assets/fund balances (see instructions)	0	0		

Part III Analysis of Changes in Net Assets or Fund Balances			
1	Total net assets or fund balances at beginning of year—Part II, column (a), line 30 (must agree with end-of-year figure reported on prior year's return)	1	17,774
2	Enter amount from Part I, line 27a	2	5,132
3	Other increases not included in line 2 (itemize) ▶	3	0
4	Add lines 1, 2, and 3	4	22,906
5	Decreases not included in line 2 (itemize) ▶	5	0
6	Total net assets or fund balances at end of year (line 4 minus line 5)—Part II, column (b), line 30	6	22,906

Part IV Capital Gains and Losses for Tax on Investment Income

(a) List and describe the kind(s) of property sold (e.g., real estate, 2-story brick warehouse; or common stock, 200 shs. MLC Co.)		(b) How acquired P—Purchase D—Donation	(c) Date acquired (mo., day, yr.)	(d) Date sold (mo., day, yr.)
1a				
b				
c				
d				
e				
(e) Gross sales price	(f) Depreciation allowed (or allowable)	(g) Cost or other basis plus expense of sale	(h) Gain or (loss) (e) plus (f) minus (g)	
a				
b				
c				
d				
e				
Complete only for assets showing gain in column (h) and owned by the foundation on 12/31/69				(f) Gains (Col. (h) gain minus col. (k), but not less than -0-) or Losses (from col. (h))
(i) F.M.V. as of 12/31/69	(j) Adjusted basis as of 12/31/69	(k) Excess of col. (i) over col. (j), if any		
a				
b				
c				
d				
e				
2	Capital gain net income or (net capital loss)	{ If gain, also enter in Part I, line 7 If (loss), enter -0- in Part I, line 7 }		2
3	Net short-term capital gain or (loss) as defined in sections 1222(5) and (6): If gain, also enter in Part I, line 8, column (c) (see instructions). If (loss), enter -0- in Part I, line 8	{ If gain, also enter in Part I, line 8, column (c) (see instructions). If (loss), enter -0- in Part I, line 8 }		3

Part V Qualification Under Section 4940(e) for Reduced Tax on Net Investment Income

(For optional use by domestic private foundations subject to the section 4940(a) tax on net investment income.)

If section 4940(d)(2) applies, leave this part blank.

Was the foundation liable for the section 4942 tax on the distributable amount of any year in the base period? Yes No
 If "Yes," the foundation does not qualify under section 4940(e). Do not complete this part.

1 Enter the appropriate amount in each column for each year; see the instructions before making any entries.

(a) Base period years Calendar year (or tax year beginning in)	(b) Adjusted qualifying distributions	(c) Net value of noncharitable-use assets	(d) Distribution ratio (col. (b) divided by col. (c))
2013			
2012			
2011			
2010			
2009			
2	Total of line 1, column (d)		2
3	Average distribution ratio for the 5-year base period—divide the total on line 2 by 5, or by the number of years the foundation has been in existence if less than 5 years		3
4	Enter the net value of noncharitable-use assets for 2014 from Part X, line 5		4
5	Multiply line 4 by line 3		5
6	Enter 1% of net investment income (1% of Part I, line 27b)		6
7	Add lines 5 and 6		7
8	Enter qualifying distributions from Part XII, line 4 If line 8 is equal to or greater than line 7, check the box in Part VI, line 1b, and complete that part using a 1% tax rate. See the Part VI instructions.		8

Part VI Excise Tax Based on Investment Income (Section 4940(a), 4940(b), 4940(e), or 4948—see instructions)

1a	Exempt operating foundations described in section 4940(d)(2), check here <input type="checkbox"/> and enter "N/A" on line 1. Date of ruling or determination letter: _____ (attach copy of letter if necessary—see instructions)			
b	Domestic foundations that meet the section 4940(e) requirements in Part V, check here <input type="checkbox"/> and enter 1% of Part I, line 27b	1		N/A
c	All other domestic foundations enter 2% of line 27b. Exempt foreign organizations enter 4% of Part I, line 12, col. (b).			
2	Tax under section 511 (domestic section 4947(a)(1) trusts and taxable foundations only. Others enter -0-)	2		
3	Add lines 1 and 2	3		
4	Subtitle A (income) tax (domestic section 4947(a)(1) trusts and taxable foundations only. Others enter -0-)	4		
5	Tax based on investment income. Subtract line 4 from line 3. If zero or less, enter -0-	5		
6	Credits/Payments:			
a	2014 estimated tax payments and 2013 overpayment credited to 2014	6a		
b	Exempt foreign organizations—tax withheld at source	6b		
c	Tax paid with application for extension of time to file (Form 8868)	6c		
d	Backup withholding erroneously withheld	6d		
7	Total credits and payments. Add lines 6a through 6d	7		
8	Enter any penalty for underpayment of estimated tax. Check here <input type="checkbox"/> if Form 2220 is attached	8		
9	Tax due. If the total of lines 5 and 8 is more than line 7, enter amount owed	9		
10	Overpayment. If line 7 is more than the total of lines 5 and 8, enter the amount overpaid	10		
11	Enter the amount of line 10 to be: Credited to 2015 estimated tax <input type="checkbox"/> Refunded <input type="checkbox"/>	11		

Part VII-A Statements Regarding Activities

	Yes	No
1a During the tax year, did the foundation attempt to influence any national, state, or local legislation or did it participate or intervene in any political campaign?		✓
1b Did it spend more than \$100 during the year (either directly or indirectly) for political purposes (see Instructions for the definition)? <i>If the answer is "Yes" to 1a or 1b, attach a detailed description of the activities and copies of any materials published or distributed by the foundation in connection with the activities.</i>		✓
1c Did the foundation file Form 1120-POL for this year?		✓
d Enter the amount (if any) of tax on political expenditures (section 4955) imposed during the year: (1) On the foundation. ▶ \$ _____ (2) On foundation managers. ▶ \$ _____		
e Enter the reimbursement (if any) paid by the foundation during the year for political expenditure tax imposed on foundation managers. ▶ \$ _____		
2 Has the foundation engaged in any activities that have not previously been reported to the IRS? <i>If "Yes," attach a detailed description of the activities.</i>		✓
3 Has the foundation made any changes, not previously reported to the IRS, in its governing instrument, articles of incorporation, or bylaws, or other similar instruments? <i>If "Yes," attach a conformed copy of the changes</i>		✓
4a Did the foundation have unrelated business gross income of \$1,000 or more during the year?		✓
4b If "Yes," has it filed a tax return on Form 990-T for this year?		✓
5 Was there a liquidation, termination, dissolution, or substantial contraction during the year? <i>If "Yes," attach the statement required by General Instruction T.</i>		✓
6 Are the requirements of section 508(e) (relating to sections 4941 through 4945) satisfied either: • By language in the governing instrument, or • By state legislation that effectively amends the governing instrument so that no mandatory directions that conflict with the state law remain in the governing instrument?		✓
7 Did the foundation have at least \$5,000 in assets at any time during the year? <i>If "Yes," complete Part II, col. (c), and Part XV</i>	✓	
8a Enter the states to which the foundation reports or with which it is registered (see instructions) ▶ Tennessee		
8b If the answer is "Yes" to line 7, has the foundation furnished a copy of Form 990-PF to the Attorney General (or designate) of each state as required by General Instruction G? <i>If "No," attach explanation</i>		
9 Is the foundation claiming status as a private operating foundation within the meaning of section 4942(j)(3) or 4942(j)(5) for calendar year 2014 or the taxable year beginning in 2014 (see Instructions for Part XIV)? <i>If "Yes," complete Part XIV</i>		✓
10 Did any persons become substantial contributors during the tax year? <i>If "Yes," attach a schedule listing their names and addresses</i>		✓

Part VII-A Statements Regarding Activities (continued)

11	At any time during the year, did the foundation, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? If "Yes," attach schedule (see instructions)	11		✓
12	Did the foundation make a distribution to a donor advised fund over which the foundation or a disqualified person had advisory privileges? If "Yes," attach statement (see instructions)	12		✓
13	Did the foundation comply with the public inspection requirements for its annual returns and exemption application? Website address ► None	13	✓	
14	The books are in care of ► Chris Palmer Telephone no. ► 423-697-1780 Located at ► 4413 Kings Lake Court Chattanooga, TN ZIP+4 ► 37416-2825			
15	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-PF in lieu of Form 1041—Check here. and enter the amount of tax-exempt interest received or accrued during the year	15		0
16	At any time during calendar year 2014, did the foundation have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See the instructions for exceptions and filing requirements for FinCEN Form 114, (formerly TD F 90-22.1). If "Yes," enter the name of the foreign country ►	16	Yes	No ✓

Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required

File Form 4720 if any item is checked in the "Yes" column, unless an exception applies.		Yes	No
1a	During the year did the foundation (either directly or indirectly):		
(1)	Engage in the sale or exchange, or leasing of property with a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(2)	Borrow money from, lend money to, or otherwise extend credit to (or accept it from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(3)	Furnish goods, services, or facilities to (or accept them from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(4)	Pay compensation to, or pay or reimburse the expenses of, a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(5)	Transfer any income or assets to a disqualified person (or make any of either available for the benefit or use of a disqualified person)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(6)	Agree to pay money or property to a government official? (Exception. Check "No" if the foundation agreed to make a grant to or to employ the official for a period after termination of government service, if terminating within 90 days.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b	If any answer is "Yes" to 1a(1)–(6), did any of the acts fail to qualify under the exceptions described in Regulations section 53.4941(d)-3 or in a current notice regarding disaster assistance (see instructions)? Organizations relying on a current notice regarding disaster assistance check here <input type="checkbox"/>	1b	
c	Did the foundation engage in a prior year in any of the acts described in 1a, other than excepted acts, that were not corrected before the first day of the tax year beginning in 2014?	1c	✓
2	Taxes on failure to distribute income (section 4942) (does not apply for years the foundation was a private operating foundation defined in section 4942(j)(3) or 4942(j)(5)):		
a	At the end of tax year 2014, did the foundation have any undistributed income (lines 6d and 6e, Part XIII) for tax year(s) beginning before 2014? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," list the years ► 20____, 20____, 20____, 20____		
b	Are there any years listed in 2a for which the foundation is not applying the provisions of section 4942(a)(2) (relating to incorrect valuation of assets) to the year's undistributed income? (If applying section 4942(a)(2) to all years listed, answer "No" and attach statement—see instructions.)	2b	
c	If the provisions of section 4942(a)(2) are being applied to any of the years listed in 2a, list the years here. ► 20____, 20____, 20____, 20____		
3a	Did the foundation hold more than a 2% direct or indirect interest in any business enterprise at any time during the year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b	If "Yes," did it have excess business holdings in 2014 as a result of (1) any purchase by the foundation or disqualified persons after May 26, 1969; (2) the lapse of the 5-year period (or longer period approved by the Commissioner under section 4943(c)(7)) to dispose of holdings acquired by gift or bequest; or (3) the lapse of the 10-, 15-, or 20-year first phase holding period? (Use Schedule C, Form 4720, to determine if the foundation had excess business holdings in 2014.)	3b	
4a	Did the foundation invest during the year any amount in a manner that would jeopardize its charitable purposes?	4a	✓
b	Did the foundation make any investment in a prior year (but after December 31, 1969) that could jeopardize its charitable purpose that had not been removed from jeopardy before the first day of the tax year beginning in 2014?	4b	✓

Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors (continued)

3 Five highest-paid independent contractors for professional services (see instructions). If none, enter "NONE."

(a) Name and address of each person paid more than \$50,000	(b) Type of service	(c) Compensation
Not Applicable (None)		
Total number of others receiving over \$50,000 for professional services		

Part IX-A Summary of Direct Charitable Activities

List the foundation's four largest direct charitable activities during the tax year. Include relevant statistical information such as the number of organizations and other beneficiaries served, conferences convened, research papers produced, etc.

	Expenses
1 We provide scholarships yearly to high school seniors. Scholarship are payable in two parts upon proof of enrollment in an accredited college or university. (5 students)	2,650
2 We also contribute to scholarship funds and other student enrichment programs sponsored by other tax exempt organizations. We also sponsor any other activities that will help to prepare students for advanced educational opportunities. (5 organizations)	1,750
3	
4	

Part IX-B Summary of Program-Related Investments (see instructions)

Describe the two largest program-related investments made by the foundation during the tax year on lines 1 and 2.

	Amount
1 None	
2	
All other program-related investments. See instructions.	
3	
Total. Add lines 1 through 3	0

Part X Minimum Investment Return (All domestic foundations must complete this part. Foreign foundations, see instructions.)

1	Fair market value of assets not used (or held for use) directly in carrying out charitable, etc., purposes:		
a	Average monthly fair market value of securities	1a	0
b	Average of monthly cash balances	1b	
c	Fair market value of all other assets (see instructions)	1c	
d	Total (add lines 1a, b, and c)	1d	
e	Reduction claimed for blockage or other factors reported on lines 1a and 1c (attach detailed explanation)	1e	
2	Acquisition indebtedness applicable to line 1 assets	2	
3	Subtract line 2 from line 1d	3	
4	Cash deemed held for charitable activities. Enter 1 1/2 % of line 3 (for greater amount, see instructions)	4	
5	Net value of noncharitable-use assets. Subtract line 4 from line 3. Enter here and on Part V, line 4	5	
6	Minimum investment return. Enter 5% of line 5	6	0

Part XI Distributable Amount (see instructions) (Section 4942(j)(3) and (j)(5) private operating foundations and certain foreign organizations check here and do not complete this part.)

1	Minimum investment return from Part X, line 6	1	
2a	Tax on investment income for 2014 from Part VI, line 5	2a	
b	Income tax for 2014. (This does not include the tax from Part VI.)	2b	
c	Add lines 2a and 2b	2c	
3	Distributable amount before adjustments. Subtract line 2c from line 1	3	
4	Recoveries of amounts treated as qualifying distributions	4	
5	Add lines 3 and 4	5	
6	Deduction from distributable amount (see instructions)	6	
7	Distributable amount as adjusted. Subtract line 6 from line 5. Enter here and on Part XIII, line 1	7	

Part XII Qualifying Distributions (see instructions)

1	Amounts paid (including administrative expenses) to accomplish charitable, etc., purposes:		
a	Expenses, contributions, gifts, etc.—total from Part I, column (d), line 26	1a	17,545
b	Program-related investments—total from Part IX-B	1b	
2	Amounts paid to acquire assets used (or held for use) directly in carrying out charitable, etc., purposes	2	
3	Amounts set aside for specific charitable projects that satisfy the:		
a	Suitability test (prior IRS approval required)	3a	
b	Cash distribution test (attach the required schedule)	3b	
4	Qualifying distributions. Add lines 1a through 3b. Enter here and on Part V, line 8, and Part XIII, line 4	4	17,545
5	Foundations that qualify under section 4940(e) for the reduced rate of tax on net investment income. Enter 1% of Part I, line 27b (see instructions)	5	
6	Adjusted qualifying distributions. Subtract line 5 from line 4	6	17,545

Note. The amount on line 6 will be used in Part V, column (b), in subsequent years when calculating whether the foundation qualifies for the section 4940(e) reduction of tax in those years.

Part XIII Undistributed Income (see instructions)

	(a) Corpus	(b) Years prior to 2013	(c) 2013	(d) 2014
1 Distributable amount for 2014 from Part XI, line 7				0
2 Undistributed income, if any, as of the end of 2014:				
a Enter amount for 2013 only			0	
b Total for prior years: 20____,20____,20____		0		
3 Excess distributions carryover, if any, to 2014:				
a From 2009	0			
b From 2010	0			
c From 2011	0			
d From 2012	0			
e From 2013	0			
f Total of lines 3a through e	0			
4 Qualifying distributions for 2014 from Part XII, line 4: ► \$ _____				
a Applied to 2013, but not more than line 2a			0	
b Applied to undistributed income of prior years (Election required—see instructions)		0		
c Treated as distributions out of corpus (Election required—see instructions)	0			
d Applied to 2014 distributable amount				0
e Remaining amount distributed out of corpus	0			
5 Excess distributions carryover applied to 2014 (If an amount appears in column (d), the same amount must be shown in column (a).)	0			0
6 Enter the net total of each column as indicated below:				
a Corpus. Add lines 3f, 4c, and 4e. Subtract line 5	0			
b Prior years' undistributed income. Subtract line 4b from line 2b		0		
c Enter the amount of prior years' undistributed income for which a notice of deficiency has been issued, or on which the section 4942(a) tax has been previously assessed		0		
d Subtract line 6c from line 6b. Taxable amount—see instructions		0		
e Undistributed income for 2013. Subtract line 4a from line 2a. Taxable amount—see instructions			0	
f Undistributed income for 2014. Subtract lines 4d and 5 from line 1. This amount must be distributed in 2015				0
7 Amounts treated as distributions out of corpus to satisfy requirements imposed by section 170(b)(1)(F) or 4942(g)(3) (Election may be required—see instructions)	0			
8 Excess distributions carryover from 2009 not applied on line 5 or line 7 (see instructions)	0			
9 Excess distributions carryover to 2015. Subtract lines 7 and 8 from line 6a	0			
10 Analysis of line 9:				
a Excess from 2010	0			
b Excess from 2011	0			
c Excess from 2012	0			
d Excess from 2013	0			
e Excess from 2014	0			

Part XIV Private Operating Foundations (see instructions and Part VII-A, question 9)

1a If the foundation has received a ruling or determination letter that it is a private operating foundation, and the ruling is effective for 2014, enter the date of the ruling 2/4/2012

b Check box to indicate whether the foundation is a private operating foundation described in section 4942(j)(3) or 4942(j)(5)

	Tax year				(e) Total
	(a) 2014	(b) 2013	(c) 2012	(d) 2011	
2a Enter the lesser of the adjusted net income from Part I or the minimum investment return from Part X for each year listed					
b 85% of line 2a					
c Qualifying distributions from Part XII, line 4 for each year listed					
d Amounts included in line 2c not used directly for active conduct of exempt activities					
e Qualifying distributions made directly for active conduct of exempt activities. Subtract line 2d from line 2c					
3 Complete 3a, b, or c for the alternative test relied upon:					
a "Assets" alternative test—enter:					
(1) Value of all assets					
(2) Value of assets qualifying under section 4942(j)(3)(B)(i)					
b "Endowment" alternative test—enter % of minimum investment return shown in Part X, line 6 for each year listed					
c "Support" alternative test—enter:					
(1) Total support other than gross investment income (interest, dividends, rents, payments on securities loans (section 512(a)(5)), or royalties)					
(2) Support from general public and 5 or more exempt organizations as provided in section 4942(j)(3)(B)(iii)					
(3) Largest amount of support from an exempt organization					
(4) Gross investment income					

Part XV Supplementary Information (Complete this part only if the foundation had \$5,000 or more in assets at any time during the year—see instructions.)

1 Information Regarding Foundation Managers:
a List any managers of the foundation who have contributed more than 2% of the total contributions received by the foundation before the close of any tax year (but only if they have contributed more than \$5,000). (See section 507(d)(2).)

b List any managers of the foundation who own 10% or more of the stock of a corporation (or an equally large portion of the ownership of a partnership or other entity) of which the foundation has a 10% or greater interest.

2 Information Regarding Contribution, Grant, Gift, Loan, Scholarship, etc., Programs:
 Check here if the foundation only makes contributions to preselected charitable organizations and does not accept unsolicited requests for funds. If the foundation makes gifts, grants, etc. (see instructions) to individuals or organizations under other conditions, complete items 2a, b, c, and d.

a The name, address, and telephone number or e-mail address of the person to whom applications should be addressed:
 Charles Jackson % Psi Lambda Educational Foundation, Inc. P. O. Box 334 Chattanooga, TN 37421 apapsilambda1926@gmail.com
 423-799-1926

b The form in which applications should be submitted and information and materials they should include:
 Application are provided to High School Guidance Counselors: Completed applications including GPA, academic accomplishments and contributions to community and school life.

c Any submission deadlines:
 Applications are due the last Friday of February each year.

d Any restrictions or limitations on awards, such as by geographical areas, charitable fields, kinds of institutions, or other factors:
 Restricted to students from 4 area high schools and organizations that benefit students.

Part XV Supplementary Information (continued)

3 Grants and Contributions Paid During the Year or Approved for Future Payment

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
a Paid during the year				
1.) Antonia Woodall 3201 14th Ave Chattanooga, TN 37407	None	Student	Scholarship	650
2.) Ledarius Starkey 7155 Tyner Crossing Dr. Chattanooga, TN 37421	None	Student	Scholarship	500
3.) Wilbert Wheeler Jr. 9523 Salisbury Lane Ooltewah, TN 37363	None	Student	Scholarship	500
4.) Sean Kennon 708 McGowan RD Chattanooga, TN 37411	None	Student	Scholarship	500
5.) Chandler Custer 4433 Luna Lane Chattanooga, TN 37411	None	Student	Scholarship	500
6.) UNCF	N/A	Charity	Scholarship Funds	200
7.) Epsilon Xi Sigma Phi Beta Sigma	N/A	Charity	Scholarship Funds	200
8.) New United Church Black College Tour	N/A	Church	Transporation Lodging	600
9.) SETHC Boys Leadership Conference	N/A	Charity	Student Activites and Enrichment	500
10.) Cherokee Area Council Boy Scouts	N/A	Scouts	Youth Development	250
Total				3a 4,400
b Approved for future payment				
Total				3b 4,400



Hamilton County Board of Commissioners

RESOLUTION

No. 116-25

A RESOLUTION MAKING AN APPROPRIATION TO ANCIENT EGYPTIAN ARABIC ORDER NOBLES MYSTIC SHRINE, INC., HYKSOS TEMPLE #123, IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FOUR.

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

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

WHEREAS, Commissioner Warren Mackey has expressed a desire to allocate Two Thousand Dollars (\$2,000.00) from General Fund discretionary monies to Ancient Egyptian Arabic Order Nobles Mystic Shrine, Inc., Hyksos Temple #123, to assist with youth development; and

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

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

That Two Thousand Dollars (\$2,000.00) from General Fund discretionary monies be appropriated to Ancient Egyptian Arabic Order Nobles Mystic Shrine, Inc., Hyksos Temple #123, to assist with youth development.

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

1. That the nonprofit charitable and civic organization to which funds are appropriated shall file with the County Clerk and the Administrator of Finance a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds. Such annual report shall be prepared and certified by the chief financial officer of such nonprofit organization in accordance with

Section 5-9-109(c), T.C.A.

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 20, 2016

Date

Hyksos Temple #123

Ancient Egyptian Arabic Order Noble of Mystic Shrine
Imperial Council of A.E.A.O.N.M.S., Inc

Financial Report October 1, 2014 – Ending October 31, 2015

Balance Brought Forward (10-01-14)	\$ 2,852.41
<u>INCOME</u>	
Dues Paid	\$ 11,160.00
Giveaway	\$ 3,000.00
Night of Fun	\$ 1,200.00
Fish Fry	\$ 1,800.00
CD Interest	\$ 245.00
Total Income	\$ 20,257.41
<u>EXPENDITURES</u>	
Imperial Council; (Tax for Members)	\$ 3,720.00
State (tax for Members)	\$ 124.00
Imperial Council – Meeting (Travel, Lodging, Food Expenses for Officers)	\$ 1,800.00
Temple Bond	\$ 100.00
Scholarship	\$ 5,000.00
American Diabetes Association	\$ 1,000.00
Youth Groups	\$ 1,250.00
Temple Cookout and Liability Insurance	\$ 950.00
Web Page and Supplies	\$ 850.00
Total Expenditures	\$ 14,794.00
Total Cash On Hand	\$ 20,257.41
Less Expenditures	\$ 14,794.00
Net Balance	\$ 5,463.41

Hyksos Temple #123 --- We Have no liability or assets to report



Date 12-18-15

John R. Dodds - Treasurer

Hyksos Temple #123

**Ancient Egyptian Arabic Order Noble of Mystic Shrine
Imperial Council of A.E.A.O.N.M.S., Inc**

Balance Sheet

For Year Ending (10-31-15)

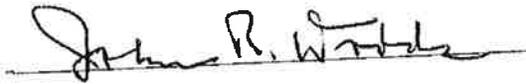
Assets: Cash On Hand -- Checking Account ----- \$ 5,463.41

Total Assets: ----- \$ 5,463.41

Liabilities ----- 0

Total Liabilities ----- 0

Net Worth ----- \$ 5,463.41



Date 12-18-15

John R. Dodds - Treasurer

**Hyksos Temple #123
P.O. 864
Hixson, TN 37343**

Internal Revenue Service

Department of the Treasury

District
Director

P.O. Box 2508
Cincinnati, OH 45201

Ancient Egyptian Arabic Order
Nobles Mystic Shrine of North
and South American and it's
Jurisdictions, Inc.
2211 Cass Avenue
Detroit, MI 48201-3363

Person to Contact:
Dotci Downing
Telephone Number:
(513) 684-3957
Refer Reply to:
EP/EO
Date:
April 9, 1990
Federal Identification Number:
54-0632229

APR 12 1990

Dear Sir or Madam:

We have received your letter requesting a copy of your group exemption letter.

Our records show that you were recognized as exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code in August 1948. That exemption letter remains in effect.

Based on the information supplied, we recognize your named subordinates on the list you submitted as exempt from Federal income tax under section 501(c)(8) of the Code.

You and your exempt subordinates are not required to file Federal income tax returns unless subject to the tax on unrelated business income under section 511 of the Code. Each organization subject to this tax must file Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your subordinates present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

As of January 1, 1984, unless specifically excepted, you and your subordinates are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Each year, at least 90 days before the end of your annual accounting period, please send the items listed below to the Internal Revenue Service Center at the address shown below.

1. A statement describing any changes during the year in the purposes, character, or method of operation of your subordinates;

Ancient Egyptian Arctic Order Nobles Mystic Shrine of North America
and South America and its Jurisdictions, Inc.

2. A list showing the names, mailing addresses (including Postal ZIP Codes), actual addresses if different, and employer identification numbers of subordinates that since your previous report:
 - a. Changed names or addresses;
 - b. Were deleted from your roster; or
 - c. Were added to your roster.
3. For subordinates to be added, attach:
 - a. A statement that the information on which your present group exemption letter is based applies to the new subordinates;
 - b. A statement that each has given you written authorization to add its name to the roster;
 - c. A list of those to which the Service previously issued exemption rulings or determination letters;
 - d. A statement that none of the subordinates is a private foundation as defined in section 509(a) of the Code if the group exemption letter covers organizations described in section 501(c)(3);
 - e. The street address of subordinates where the mailing address is a P. O. Box; and
 - f. The information required by Revenue Procedure 75-50, 1975-2 C.B. 587 for each subordinate that is a school claiming exemption under section 501(c)(3). Also include any other information necessary to establish that the school is complying with the requirements of Revenue Ruling 71-447, 1971-2 C.B. 230. This is the same information required by Schedule A, Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code.
4. If applicable, a statement that your group exemption roster did not change since your previous report.



Hamilton County Board of Commissioners RESOLUTION

No. 116-26

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO APPLY FOR A \$200,528 CLEAN ENERGY GRANT SPONSORED BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION THAT WILL HELP PAY FOR A LIGHTING SYSTEM UPGRADE IN THE COURTS BUILDING THAT IS ESTIMATED TO COST \$417,426.

WHEREAS, The current lighting system is in need of an upgrade to replace obsolete components, to improve the functionality of the system and to become more energy efficient; and,

WHEREAS, The system upgrade would include new energy efficient fluorescent fixtures, ballasts and lamps, LEDs in certain areas and motion sensors to dim lights when not in use; and,

WHEREAS, The Tennessee Department of Environment and Conservation (TDEC) offers a Clean Energy Grant Program to county governments and other eligible entities to assist with projects that result in the reduction of emissions and pollutants; and,

WHEREAS, The estimated cost for this project is \$417,426, which includes the \$216,898 match which the County will pay with Bond Funds; and,

WHEREAS, The system upgrade will save energy, reduce pollutants, save on maintenance costs and pay for itself in 3.7 years by saving \$63,621 in energy costs annually; and

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

The County Mayor is hereby authorized to apply for a Clean Energy Grant sponsored by the Tennessee Department of Environment and Conservation that will pay half the cost of a lighting system upgrade in the Courts Building that is estimated to cost \$417,426.

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

January 20, 2016

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 116-27

A RESOLUTION TO MAKE CERTAIN FINDINGS RELATING TO THE YANFENG US AUTOMOTIVE INTERIOR SYSTEMS I LLC 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, Yanfeng US Automotive Interior Systems I LLC (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 COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

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

January 20, 2016

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 _____, 2016, by and among **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA** (the “Board”); **YANFENG US AUTOMOTIVE INTERIOR SYSTEMS I LLC** (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 the Company’s facility to be located in Chattanooga, Hamilton County, Tennessee (the “Project”), resulting in an investment of at least \$48 million and the creation of at least 325 full-time jobs (directly or through one or more staffing companies) which jobs shall have an average annual wage (excluding benefits) equal to at least \$50,000.00 between September 1, 2015 and September 1, 2018 (collectively the “Investment, Jobs and Wage Projection”), and has requested the Board’s assistance with the Project; and

WHEREAS, substantial economic benefits to the City and County economies will be derived from the Project; and

WHEREAS, the Board has agreed to hold title to the Property, together with all additions thereto, replacements thereof, and substitutions therefor and to lease the Property to the Company (the “Lease”); and

WHEREAS, because the Property is 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 will be exempt from ad valorem property taxes (“property taxes”) normally paid to the City and to the County, so long as the 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

WHEREAS, the Company has agreed to make such payments to the Board in lieu of the property taxes otherwise payable on the 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 City of Chattanooga Treasurer (the “Treasurer”) and 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 Treasurer and 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. The Board hereby designates the Assessor as its agent to appraise and assess the Property. The Assessor shall appraise and assess the Property in accordance with the Constitution and laws of the State of Tennessee as though the Property were subject to property taxes. The Assessor shall give the Treasurer, the Trustee, the Board, and the Company written notice of any changes in appraisals of the 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.

2. Computation and Billing of Payments In Lieu of Taxes. The Board hereby designates the Treasurer and the Trustee and 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 Treasurer and the Trustee shall compute the taxes which would be payable on the Property if it 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 Treasurer and 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 Treasurer and the Trustee the amounts indicated on the Tax Bills which amounts shall be determined in accordance with the provisions 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. For the fourteen (14) year period covering and inclusive of years 2017 through 2030 for the Property (the “Tax Abatement

Period”), the Company shall make In Lieu Payments with respect to the Property in an amount, as determined by the Assessor, the Treasurer and the Trustee, equal to the following percentage of the taxes that would have been payable on the portion of the Property if it were subject to property taxes for the respective years shown:

Year	City General	County General	County School
	Fund	Fund	Fund
2017	50%	50%	100%
2018	50%	50%	100%
2019	50%	50%	100%
2020	50%	50%	100%
2021	50%	50%	100%
2022	50%	50%	100%
2023	50%	50%	100%
2024	50%	50%	100%
2025	50%	50%	100%
2026	50%	50%	100%
2027	50%	50%	100%
2028	50%	50%	100%
2029	50%	50%	100%
2030	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 Company and County acknowledge and agree currently equates to 49.64% of the amount of the total 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 50% of all other ad valorem taxes of the City and the County, excluding the educational portion of the County ad valorem taxes.

For any periods before the Tax Abatement Period or after the Tax Abatement Period that the 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, the Treasurer and the Trustee, equal to one hundred percent (100%) of the amount of taxes that would have been payable on the Property if it were subject to property taxes. Notwithstanding the above, any amounts assessed as property taxes against the 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, 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. 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.

6. Minimum Requirements; Annual Review; Increase in Amount of In Lieu Payments.

(a) Minimum Requirements. The Company must meet one hundred percent (100%) of the Minimum Jobs Requirement and the Company must meet one hundred percent (100%) of the Minimum Investment Requirement by September 1, 2018 (the "Determination Date") and during each calendar year thereafter through and including calendar year 2025. For purposes of this Section, the "Minimum Jobs Requirement" equals two hundred-sixty (260) full-time jobs (directly or through one or more staffing companies), and the "Minimum Investment Requirement" equals \$38,400,000 (Thirty-eight Million Four Hundred Thousand Dollars).

(b) Annual Employment Review. If the Company fails to achieve the Minimum Jobs Requirement during the calendar year in which the Determination Date occurs or during any calendar year thereafter through and including calendar year 2025, the City and the County reserve the right but are not obligated to increase the amount of the general fund In Lieu Payments applicable to the Property for the same calendar year in which such failure occurs by a percentage equal to 100% less the "Company Job Performance" for such calendar year (the "Job In Lieu Payment Percentage Increase"). The "Company Job Performance" for any calendar year means the proportion, expressed as a percentage, that the average number of full-time jobs actually maintained by the Company (directly or through one or more staffing companies) bears to the Minimum Jobs Requirement. 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 if it were subject to general fund taxes.

Example 1:

Total number of full-time jobs as of September 1, 2018 = 325

Minimum Jobs Requirement = 260

No increase in In Lieu Payments for 2018

(Minimum Jobs Requirement has been exceeded)

Example 2:

Total number of full-time jobs as of September 1, 2018 = 234

Minimum Jobs Requirement = 260

Company Job Performance = 90%

Job In Lieu Payment Percentage Increase for 2018 = 10%

(In Lieu Payment Percentages for 2018 for City General Fund and County General Fund may each be increased by 10%. In this example, the In Lieu Payment Percentages for 2018 may be increased from 50% to 60%.)

(c) Annual Investment Review. If the Company fails to achieve the Minimum Investment Requirement during the calendar year in which the Determination Date occurs or during each calendar year thereafter through and including calendar year 2025, the City and the County reserve the right but are not obligated to increase the amount of the general fund In Lieu Payments applicable to the Property for the same calendar year in which such failure occurs by a percentage equal to 100% less the “Company’s Investment Performance” for such calendar year (the “Investment In Lieu Payment Percentage Increase”). The “Company’s Investment Performance” for any calendar year means the proportion, expressed as a percentage, that the actual aggregate capital investment made by the Company through the end of such calendar year, including all capital investment made in the preceding calendar years in connection with the Project, bears to the Minimum Investment Requirement. 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 if it were subject to general fund taxes.

Example 3:

Total amount of capital investment through January 1, 2019 = \$50,000,000

Minimum Investment Requirement = \$38,400,000

No increase in In Lieu Payments for 2019 (Minimum Investment Requirement has been exceeded)

Example 4:

Total amount of capital investment through January 1, 2019 = \$36,450,000

Minimum Investment Requirement = \$38,400,000

Company’s Investment Performance = 95%

Investment In Lieu Payment Percentage Increase for 2019 = 5%

(In Lieu Payment Percentages for 2019 for City General Fund and County General Fund may each be increased by 5%. In this example, the In Lieu Payment Percentages for 2018 may be increased from 50% to 55%.)

Such formula shall be evaluated on an annual basis until the Minimum Investment Requirement has been met or exceeded, whereupon no further evaluations or increase in the amount of the In Lieu Payments pursuant to this Section 6(c) shall occur.

(d) Single Adjustment Regarding Tax Abatement; Issuance of Supplemental Bill to the Company. If both the annual employment review under Section 6(b) and the investment review under Section 6(c) for any calendar year indicate an increase in the In Lieu Payments for the same calendar year in which such failure occurs, and if the City and the County elect to increase the In Lieu Payments for such calendar year, then the City and the County shall determine whether the increase under Section 6(b) or Section 6(c) shall apply, which shall be the sole remedy for a shortfall in the Investment, Jobs and Wage Projection. The increase under Section 6(b) and Section 6(c) shall not be combined. If the City and the County increase the amount of the In Lieu Payments pursuant to the annual employment review under Section 6(b) for any calendar year, then they may not, in the same year, also increase the amount of the In Lieu Payments pursuant to Section 6(c), and vice versa. For example, using Examples 2 and 4 shown above, the City and the County may elect to either (i) increase the amount of the In Lieu Payments to the City General Fund and the County General Fund under Section 6(b) by 10% or (ii) increase the amount of the In Lieu Payments to the City General Fund and the County General Fund under Section 6(c) by 5%. In accordance with the foregoing and once a determination has been made of the Jobs In Lieu Payment Percentage Increase or the Investment In Lieu Payment Percentage Increase, whichever is determined to be applicable, the Treasurer and the Trustee shall compute the amount of the additional In Lieu Payment resulting therefrom and will issue a supplemental bill to the Company for that payment.

(e) Project Closure. In the event the Project closes or moves from the County during the Tax Abatement 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 Tax Abatement Period as if it were subject to property taxes. The provisions of this subsection (e) shall be the sole remedy for a closure or relocation of the Project.

7. Disbursements by the Treasurer and Trustee. All sums received by the Treasurer pursuant to Paragraph 3 for the benefit of the City general fund shall be disbursed to the general funds of the City 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 by the Trustee pursuant to Paragraph 3 for the benefit of the County general fund shall be disbursed to the general fund of 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 such sums received by the Treasurer shall be placed into an account for the use and benefit of the City. All such sums received by the Trustee shall be divided into an account 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. The parties acknowledge and agree that all disbursements to the City and County pursuant to this Agreement are in furtherance of the Board's purposes as set forth in Tennessee Code Annotated § 7-53-305.

8. Economic Development Lease Payment

(a) City of Chattanooga. For each calendar year beginning with 2017 in which the In Lieu Payment Percentage as to the City General Fund (see chart in Section 4) is less than 100%, an economic development lease payment (an “Economic Development Payment”) equal to 15% of the City property taxes that would otherwise be payable for such year on the Property if it were subject to property taxes (as calculated by the Treasurer pursuant to Section 2, above) shall be computed and collected by the Treasurer; provided, however, in no event shall the total of the Company’s annual City General Fund In Lieu Payments plus the Economic Development Payment to the City exceed one hundred percent (100%) of City general fund taxes that would be assessed against the Property if it were subject to general fund taxes. Beginning in 2017, this Economic Development Payment will be paid for each year that the Property is owned by the Board through and including 2030 if the In Lieu Payment Percentage as to the City General Fund (see chart in Section 4) for such calendar year is less than 100%. If the Board’s ownership ceases during any calendar year, then that year’s Economic Development Payment will be prorated. The Treasurer shall add the Economic Development Payment as a separate line item on the Tax Bill, and the Company shall pay the Economic Development Payment for each such year during the term before March 1 of the following year. Any failure to pay the Economic Development Payment on or before March 1 shall result in penalties and late charges calculated in the same manner as penalties and late charges are calculated for In Lieu Payments under this Agreement.

The Treasurer shall disburse the City’s Economic Development Payment to the City of Chattanooga’s Industrial Development Board. The City of Chattanooga’s Industrial Development Board shall hold such funds to be used for economic development purposes, as directed by the Mayor of the City.

(b) [Reserved.]

9. Contest by the Company. The Company shall have the right to contest the appraisal or assessment of the Property by the Assessor, the computation by the Treasurer and the Trustee of the amount of the In Lieu Payment and the calculation of the Economic Development Payments. If the Company contests any such appraisal or assessment, then it shall present evidence to the Assessor in favor of its position. If the In Lieu Payments, or the Economic Development Payments, as applicable, being contested shall be or become due and payable, the Company shall make such payments under protest. The Company and the Assessor, the Treasurer 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 Payment or the Economic Development Payments, as applicable. If the Company and the Assessor, the Treasurer or the Trustee, as the case may be, 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.

10. Lien on the Property. Any amounts which remain payable under this Agreement shall become a lien on the Property, and such lien shall be enforceable against the

Property in the event that any payment owing hereunder is not timely made in accordance with this Agreement.

11. 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 and leases such property to the Company or the Company have made all payments required hereunder, whichever shall later occur.

12. Leasehold Taxation. The Board, the City, the County, the Treasurer, the Trustee and the Assessor acknowledge and agree that the Company's personal property leasehold interest in the 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 in the Property should be subject to ad valorem taxation for any year hereunder, then any amounts assessed as taxes thereon shall be credited against any In Lieu of Tax Payments and Economic Development Payments paid under this Agreement and carried forward from year to year until fully utilized. Additionally, in the event the Company determines, in the exercise of reasonable discretion, that there is a possibility, notwithstanding the foregoing agreement, of a positive taxable leasehold interest in the Property, the Company shall have the continuing option to require the Board take all reasonable steps, at no additional cost to the Board, to restructure this 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. Such options may include, but are not limited to, an arrangement by which the Board issues and the Company purchase industrial revenue bonds to finance all or a portion of the Property, provided that such bonds shall be limited obligations of the Board and non-recourse to the City and the County.

13. 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 th Street Chattanooga, Tennessee 37402
The County:	Rheubin M. Taylor County Attorney Hamilton County Government Room 204, County Courthouse Chattanooga, Tennessee 37402
Company:	[YFAI NOTICE]

With a Copy to:	Miller & Martin PLLC 832 Georgia Avenue Suite 1200, Volunteer Building Chattanooga, Tennessee 37402 Attention: Mark W. Smith
The Assessor	Hamilton County Assessor of Property Hamilton County Courthouse Chattanooga, Tennessee 37402
The Treasurer:	City of Chattanooga Treasurer 101 East 11 th Street Chattanooga, TN 37402
The Trustee	Hamilton County Trustee 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Governing Law. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

19. Amendments. This Agreement may be amended only in writing, signed by each of the parties hereto, except that the Treasurer, the Trustee and the Assessor shall not be required to join in amendments unless such amendments affect their respective duties hereunder.

20. 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 in the Property and the development and operation of the Project for purposes of analyzing the Company's progress in achieving the Investment, Jobs and Wage Projection. An independent audit of the annual report may occur, but no more than once annually, if requested by the City or County during any calendar year of this Agreement.

21. Stormwater Fees. The Company shall be responsible for all stormwater fees assessed by the City against the Property.

22. Compliance with Laws. The Company understands the relevant and applicable federal and state laws that apply to the terms and conditions of this Agreement and agrees to comply with these relevant and applicable federal and state laws.

[Signature Pages Follow]

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

**YANFENG US AUTOMOTIVE INTERIOR
SYSTEMS I LLC,**
a Delaware limited liability company

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

THE PROPERTY

During the Tax Abatement Period, the Property shall include all machinery, equipment and other tangible personal property that is installed or otherwise located on or about or used in connection with the Company's facilities located at and around 7463 Bonnyshire Drive, Chattanooga, Tennessee 37416 between September 1, 2015 and December 31, 2030, together with replacements thereof and substitutions therefor, in connection with the Company's facilities and operations on the Company's facilities on such property or at or about any other owned or leased real property in Hamilton County, Tennessee where the Company conducts operations.



Hamilton County Board of Commissioners

RESOLUTION

No. 116-28

A RESOLUTION (1) ESTABLISHING THE MINIMUM BID AMOUNT FOR CERTAIN PARCELS OF PROPERTY ACQUIRED BY HAMILTON COUNTY THROUGH PREVIOUS DELINQUENT TAX SALES, (2) AUTHORIZING THE OFFER OF SAID PARCELS FOR SALE AT THAT MINIMUM BID AMOUNT, AND (3) AUTHORIZING CERTAIN SAID PARCELS TO BE OFFERED FOR SALE FOR AN AMOUNT LESS THAN THE TOTAL AMOUNT OF TAXES, PENALTY, COST, AND INTEREST ACCUMULATED AGAINST THE PROPERTY.

WHEREAS, on September 15, 1982, the Hamilton County Board of Commissioners adopted Resolution No. 982-28 creating the Delinquent Tax Property Disposition Special Committee to aid in the disposition of property acquired by Hamilton County through delinquent tax sales; and,

WHEREAS, said Special Committee along with the County Mayor has placed a fair price on each parcel of such property as required by Tennessee Code Annotated, Section 67-5-2507; and,

WHEREAS, provided that it appears impossible to sell any tract of said property for the total amount of taxes, penalty, cost, and interest accumulated against the property, pursuant to Tennessee Code Annotated, Section 67-5-2507, upon application, the Hamilton County Board of Commissioners may authorize those parcels for sale at some lesser amount, and it is the recommendation of said Special Committee along with the County Mayor, same being the minimum bid amount; and,

WHEREAS, the fair price hereinafter referred to as the minimum bid amount, was determined to be a fair and reasonable price.

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

That the parcels of property listed on the attached list which were acquired through previous delinquent tax sales are hereby offered for sale at the minimum bid amount shown which has been determined to be a fair and reasonable price, all parcels identified by State Tax Map Numbers, the complete list and bidding information being attached and incorporated herein by reference thereto as though fully and completely copied verbatim herein.

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

January 20, 2016

Date

*******Our offices have moved to:
117 East 7th Street, 5th Floor Newell Tower, Chattanooga, TN 37402**

*******Please note changes to Payment Procedures!**

January 2016

Hamilton County Property For Sale

Attention: Bidders

During the next several months the Hamilton County Real Property Office will be selling property acquired by Hamilton County through previous delinquent tax sales.

The state tax map identification number and the approximate address of each parcel of this property are enclosed in this package.

Also enclosed are the Steps to Follow Before Bidding on Property, Bidding Instructions outlining the bidding procedures, and the Payment Procedures & Forfeit Policy. It is very important that you read this information carefully.

If you have questions or would like your name removed from the mailing list, please contact the Hamilton County Real Property Office at 209-6444.

Enclosures: Important Dates for 2016 Sale
 Steps to Follow Before Bidding on Property
 Bidding Instructions
 Payment Procedures & Forfeit Policy
 Property List
 Bid Form

Check internet for property listing at: www.hamiltontn.gov/realproperty and
www.chattanooga.com

IMPORTANT DATES TO REMEMBER FOR 2016 PROPERTY SALE

Monday	January 25	Ad – Chattanooga Times/Free Press
Friday	February 19	Sealed bids due by 3:00 p.m.
Tuesday	February 23	Bid Opening – County Commission Room – 9:00 a.m.
Tuesday	March 1	Legal Notice in newspaper and www.hamiltontn.gov/realproperty
Friday	March 11	Letter of Intent due by 3:00 p.m.
Monday	March 21	Balance Due by 12:00 noon (properties without increase)
Tuesday	March 22	Bid Off – County Commission Room – 9:00 a.m.
Thursday	March 24	Balance due by 12:00 noon

Deeds are recorded and mailed to the purchaser approximately 6-8 weeks after final payment is made.

HAMILTON COUNTY 2016 PROPERTY SALE

STEPS TO FOLLOW BEFORE BIDDING ON PROPERTY

1. **READ BIDDING INSTRUCTIONS and Payment Procedures & Forfeit Policy.**
2. Mark the parcels of property on the sale list that you are interested in purchasing.
3. Use the **STATE TAX MAP NUMBER** to identify the property on the state tax maps. Maps are available in the **REAL PROPERTY OFFICE** located downtown at 117 E. 7th Street, 5th Floor Newell Tower, or the **ASSESSOR OF PROPERTY OFFICE**, located at 6135 Heritage Park Drive in the Bonny Oaks Industrial & Office Park.
4. Have your list and correct State Tax Map Number available when calling any office to obtain information regarding property.
5. Check zoning, subdivision, and building permit information at the **REGIONAL PLANNING AGENCY**, Development Resource Center, 1250 Market Street, (423) 643-5900.
6. After identifying the location and size of the property and checking any other property information, **GO TO THE PROPERTY LOCATION IN PERSON AND IDENTIFY THE PROPERTY BEFORE SUBMITTING A BID.** Personal on-site inspection of the property is strongly recommended.
7. Call the **HAMILTON COUNTY REAL PROPERTY OFFICE** at (423) 209-6444 for questions.
8. Submit bids on the Bid Form provided by the Real Property Office.
9. **PAYMENTS: SEE PAYMENT PROCEDURE & FORFEIT POLICY (enclosed).**
10. **IMPORTANT NOTICE TO PURCHASERS OF COUNTY PROPERTY:**

Hamilton County sells property, which it has obtained when the owner fails to pay taxes. Hamilton County attempts to follow all necessary steps to comply with the State Law in the acquisition and disposition of this property. Hamilton County does not and cannot make any warranties, covenants or representations as to the status or quality of the title to this property. Each buyer must ascertain the legal status of the title to this property. Hamilton County makes no warranties or representations of any kind regarding the previous use of any property as to hazardous waste, or whether there may be such problems as boundary disputes, limited restrictions on use of the properties for purposes of zoning classification, subdivision restrictions, building permit restrictions, and the like. Hamilton County makes no warranties or representations concerning the condition of the property. The property will be sold "as is" with no warranties expressed or implied as to improvements, soil conditions, environmental, or wetland issues. It is the responsibility of each buyer to determine the historical use of the property.

Announcements made at the Bid-Opening and Bid-Off will take priority over written material provided by the Real Property Office for this property sale. Prior to bidding, all interested parties should carefully check all items such as: state tax map number, location, lot size, current zoning, and future use of the property. It is the responsibility of prospective purchasers to make their own decisions to verify the accuracy of any written information.

**HAMILTON COUNTY 2016 PROPERTY SALE
BIDDING INSTRUCTIONS**

The property shown on the attached list, which was acquired by Hamilton County through previous delinquent tax sales, will be offered for sale. All properties are for purchase only, no rent, no subsidy.

1. Bids for each parcel of property must be submitted on a separate bid form enclosed with this packet. The bid form also may be printed from our website at www.hamiltontn.gov/realproperty or may be picked up at the Real Property Office. Bid forms may be copied.
2. Type or clearly print the following information on the bid form:
 - *State Tax Map Number identifying the property (see attached list)
 - *Approximate address of the property (see attached list)
 - *Name of bidder
 - *Mailing address (street, city, state & zip code) of bidder
 - *Telephone number(s) of bidder
 - *Amount of bid
 - *Signature of bidder
3. Place each separate bid in an envelope and seal.
4. Write only the State Tax Map Number on the front of each sealed envelope.
5. Hand deliver or mail sealed bids to the Hamilton County Real Property Office. If you mail your sealed bids, place the sealed bid envelope(s) inside the mailing envelope.

Mailing address: Hamilton County Real Property Office
5th Floor Newell Tower
117 E. 7th Street
Chattanooga, TN 37402

6. All bids must be received by the Hamilton County Real Property Office no later than **3:00 p.m. on Friday, February 19, 2016.**
7. Deposits are not required in order to submit a bid. **DO NOT SEND MONEY WITH YOUR BID.** Deposits must be paid at the Bid-Opening at the time the high bid is established. (See Payment Procedures & Forfeit Policy.)
8. Sealed bids will be opened publicly at **9:00 a.m.** in the **HAMILTON COUNTY COMMISSION ROOM (Room 402), HAMILTON COUNTY COURTHOUSE** on **Tuesday, February 23, 2016.**

9. **THE BIDDER OR A REPRESENTATIVE MUST BE PRESENT AT THE BID OPENING to pay the 10% deposit at the time the high bidder is established. (See Payment Procedures & Forfeit Policy.)**
10. **PAYMENT:** The high bidder at the Bid-Opening must pay a ten percent (10%) deposit immediately at the time the high bid is awarded. **THIS YEAR WE WILL ALSO ACCEPT PERSONAL CHECKS, IN ADDITION TO CASH, CERTIFIED CHECKS, AND MONEY ORDERS FOR THE 10% DEPOSIT. Change will not be available for those paying cash.**
11. Following the public Bid-Opening, a legal notice will be placed in the local daily newspaper on **Tuesday, March 1, 2016**, showing each parcel of property on which a bid is placed (identified by State Tax Map Number), the name of the high bidder, and the amount of the high bid.
12. During the ten (10) days following publication of the legal notice, any person may offer to increase the high bid by at least ten percent (10%). All offers to increase must be submitted in writing on the Increase Forms available from the Real Property Office and received by the Hamilton County Real Property Office no later than **3:00 p.m. on Friday, March 11, 2016**.
13. The original high bidder will be notified in writing whether or not an intent to increase is received. **(If an intent to increase is NOT received, the balance is due by 12:00 noon on Monday, March 21, 2016.) The balance must be paid by cashier's check or money order ONLY! We do NOT accept personal checks or cash on final balances.** The original high bidder and those individuals who submitted a Letter of Intent to Increase the Bid must appear in the Hamilton County Commission Room (Room 402) of the Hamilton County Courthouse at the **Bid-Off at 9:00 a.m. on Tuesday, March 22, 2016**.
14. Each parcel of property will be sold to the person making the highest and best bid. Hamilton County reserves the right to deny any and all bids. Hamilton County Government is in compliance with the guidelines and procedures of Title VI of the Civil Rights Act of 1964 and does not discriminate on the basis of race, color, or national origin.
15. Deposits are considered a commitment to purchase the property and are subject to forfeit. See the Payment Procedure & Forfeit Policy. Refunds on deposits will be mailed within three weeks after the Bid-Off.
16. If no bids are received on a parcel, that property must be held over to the next annual property sale.
17. Addresses and lot sizes are approximate. **State Tax Map Numbers** are the correct identification for the property.
18. **IMPORTANT NOTICE TO PURCHASERS OF COUNTY PROPERTY**

Hamilton County sells property, which it has obtained when the owner fails to pay taxes. Hamilton County attempts to follow all necessary steps to comply with the State Law in the

acquisition and disposition of this property. Hamilton County does not and cannot make any warranties, covenants or representations as to the status or quality of the title to this property. Each buyer must ascertain the legal status of the title to this property.

Hamilton County makes no warranties or representations of any kind regarding the previous use of any property as to hazardous waste, or whether there may be such problems as boundary disputes, limited restrictions on use of the properties for purposes of zoning classification, subdivision restrictions, building permit restrictions, and the like. Hamilton County makes no warranties or representations concerning the condition of the property. The property will be sold "as is" with no warranties expressed or implied as to improvements, soil conditions, environmental, or wetland issues. It is the responsibility of each buyer to determine the historical use of the property.

Announcements made at the Bid-Opening and Bid-Off will take priority over written material provided by the Real Property Office for this property sale. Prior to bidding, all interested parties should carefully check all items such as: state tax map number, location, lot size, current zoning, and future use of the property. It is the responsibility of prospective purchasers to make their own decisions to verify the accuracy of any written information.

19. Hamilton County reserves the right to:
 - reject any or all bids
 - waive any informality or irregularity in any bid
 - withdraw a property prior to the bid opening
 - deny participation in the Bid-Opening or Bid-Off
 - retain the deposit if purchase is not completed (See the Payment Procedure & Forfeit Policy included in this packet.)
20. The property will be conveyed by Quitclaim Deed. Deeds are recorded and mailed to the purchaser approximately 6-8 weeks after final payment is made.
21. For further information, call the Hamilton County Real Property Office at (423) 209-6444.

HAMILTON COUNTY 2016 PROPERTY SALE

Payment Procedure & Forfeit Policy

BID-OPENING

Prior to attending the Bid-Opening, Bidders must be prepared to pay a 10% deposit for each parcel of property on which a bid is submitted. This year we will also accept personal checks for the deposit!

1. The 10% deposit must be paid immediately when the high bid is established. Bids will not be opened on the next parcel of property until the deposit is made.
2. The 10% deposit may be made by cash, personal check, certified check or money order. Personal checks, certified checks or money orders should be made payable to **Hamilton County Trustee**.
3. **Change will not be available at the Bid-Opening. If paying by cash, you must have the exact amount needed to pay the deposit on each parcel of property.**

BID-OFF

Bidders at the Bid-Off must be prepared to pay at least the 10% deposit for each high bid awarded.

Before the Bid-Off, it is recommended that you keep a record of your bids, establish the maximum bid amount you can pay, and be prepared to pay a minimum 10% deposit or the balance.

1. If a letter of intent to increase is received, the original high bidder will be notified by mail. The original bidder (or a representative) and the person(s) increasing the bid (or a representative) must appear at the Bid-Off TO PAY THE 10% DEPOSIT/ADDITIONAL DEPOSIT AND/OR THE BALANCE.
2. If a letter of intent to increase is not received and the original high bidder withdraws the bid, the 10% deposit will be forfeited.
3. If the original high bidder is outbid at the Bid-Off, the original 10% deposit will be refunded to the original high bidder by mail within three weeks after payment deadline.
4. **If the high bidder, or their representative, from the Bid-Opening is not present at the Bid-Off, the deposit will be forfeited.**

Bid-Off (cont.)

5. If the full 10% deposit is not paid at the time the high bid is established, the high bidder will be disqualified and the second high bidder will be required to pay a 10% deposit at that time.
6. If the original high bidder from the Bid-Opening is awarded the high bid at the Bid-Off, an additional deposit for the difference in the original bid and 10% of the new high bid is required to be paid IMMEDIATELY AT THE TIME THE HIGH BID IS ESTABLISHED.

Example: The original high bid at the Bid-Opening is \$200. A \$20 deposit is paid by the high bidder.

At the Bid-Off the final bid is \$500. The original high bidder must pay an additional \$30 to total a \$50 deposit.

7. If the original high bidder is outbid at the Bid-Off, the new high bidder is required to pay a 10%, nonrefundable deposit immediately.

FINAL PAYMENTS

The balance is due on Thursday, March 24, 2016, no later than 12 noon in the Hamilton County Real Property Office.

1. The balance must be made by certified check or money order **ONLY!** Certified checks or money orders should be made payable to **Hamilton County Trustee.**
2. **Cash and personal checks will NOT be accepted for final payments!**
3. If the high bidder from the Bid-Off **does not** purchase the property, the 10% deposit is forfeited.
4. Hamilton County Government **does not** make loans or finance property.
5. Deeds are recorded and mailed to the purchaser approximately 6-8 weeks after final payment is made.

Please note that Recording Fees must be paid separately from the Balance Due. Recording Fees may be paid by personal check, certified check or money order. Cash will not be accepted.

**FOR SALE
HAMILTON COUNTY PROPERTY
January 2016**

Definitions

S	=	STRUCTURE, HOUSE, BUILDING, OR PARTIAL BUILDING	Irr.	=	IRREGULARLY SHAPED LOT
V	=	VACANT LOT	Blk.	=	BLOCK
Unopened	=	STREET OR PORTION OF STREET NOT DEVELOPED	Back of	=	LOT NOT FRONTING A STREET
E	=	ENVIRONMENTAL CONSIDERATIONS	H	=	HISTORICAL CONSIDERATIONS

TYPE	STATE TAX MAP NUMBER	APPROXIMATE ADDRESS	AREA	APPROX. SIZE	ZONING	MIN. BID
S	034-037	13815 Mount Tabor Road	Soddy Daisy	1 Acre	A-1	\$2,400
S	034G-A-022	13770 Lillard Road	Soddy Daisy	190 x 160 Irr.	R-5	\$2,300
S	074A-A-009	8900 Blk. Gann Road	Soddy Daisy	100 x 180	R-2A	\$2,500
V	074H-B-010	8940 Brookhill Drive	Soddy Daisy	50 x 229 Irr.	R-1	\$600
V	074L-F-003	1600 Blk. Dallas Lake Road	Soddy Daisy	100 x 237 Irr.	A-1	\$650
S	075I-B-016	9014 Wren Street	Soddy Daisy	50 x 186	R-5	\$1,900
V	081K-B-020	6515 Levi Road	Soddy Daisy	190 x 429 Irr.	A-1	\$1,000
V	083B-A-058	8500 Blk. Fair Oaks Road	Hixson	1 Acre	A-1	\$350
V	098D-A-016	3412 Wilson Avenue	Walden	50 x 135 Irr.	R-1	\$5,000
V	109H-A-005	4200 Blk. McCahill Road	Red Bank	50 x 179 Irr.	R-1	\$450
V	109I-B-017	4000 Blk. Oakland Terrace	Red Bank	25 x 100	R-1A	\$125
S	112-066	6322 Hunter Road	Harrison	1 Acre	A-1	\$2,500
V	118G-K-020.02	790 Intermont Road	Hixson	25 x 153 Irr.	R-1	\$1,000
V	118H-C-012	Greenwich Avenue	Red Bank	20 x 440 Irr.	R-1A	\$1,000
V	120F-B-014	5200 Blk. Rotary Drive	Hwy. 58	43 x 217 Irr.	R-1	\$350
V	121C-D-013	6814 Buck Trail Drive	Harrison	110 x 274 Irr.	R-2	\$3,000
V	127B-A-003	Hixson Pike	Hixson	245 x 180 Irr.	R-1	\$1,000
S	128I-A-008	3579 Dodson Avenue	East Chattanooga	50 x 265 Irr.	R-1	\$2,700
S	128N-B-008 & 010	3800 Blk. & 3814 Youngstown Road	Hwy. 58	302 x 167 Irr.	R-2	\$2,000
V	128P-B-004	3305 Dodson Avenue	East Chattanooga	50 x 191	R-1	\$350
S	128P-C-019	2110 Wilder Street	East Chattanooga	75 x 100	R-1	\$2,600
V	129C-C-012	8107 Hancock Road	Washington Hills	165 x 200 Irr.	R-1	\$700
V	129F-D-033, 034 & 035	7700 Blk. Vista Hills Drive	Hwy. 58	240 x 178 Irr.	R-1	\$350
S	136D-D-013	1915 Appling Street	East Chattanooga	50 x 188	R-1	\$2,000
S	136D-E-013	2606 Roanoke Avenue	East Chattanooga	40 x 185	R-1	\$2,000
V	136D-F-016	2711 Orton Street	East Chattanooga	36 x 92	R-1	\$300
V	136D-F-022	2710 Roanoke Avenue	East Chattanooga	72 x 92	R-1	\$350
V	136D-J-001	2614 Dodson Avenue	East Chattanooga	40 x 135	R-1	\$550
S	136E-D-020	2305 Glass Street	East Chattanooga	143 x 101 Irr.	R-2	\$1,000

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TYPE	STATE TAX MAP NUMBER	APPROXIMATE ADDRESS	AREA	APPROX. SIZE	ZONING	MIN. BID
S	136E-G-035	2110 Davenport Street	Avondale	50 x 182 Irr.	R-1	\$1,000
S	136E-G-037	2114 Davenport Street	East Chattanooga	50 x 90 Irr.	R-1	\$1,500
V	136K-E-022	1715 Rubio Street	Avondale	55 x 140	R-1	\$300
V	136L-K-003	2008 Camden Street	Avondale	50 x 150	R-1	\$300
S	136M-C-011	2106 Wilson Street	Avondale	70 x 137	R-1	\$3,000
S	136M-C-012	2108 Wilson Street	Avondale	50 x 137	R-1	\$3,000
S	136M-H-014 & 015	1507 & 1509 Taylor Street	East Chattanooga	78 x 135	R-1	\$1,500
S	136N-C-027	1718 Portland Street	Orchard Knob	50 x 150	R-1	\$1,500
S	136N-D-021	1005 Sheridan Avenue	Avondale	50 x 150	R-1	\$1,000
V	136N-D-036	1100 Blk. N. Hickory Street	Orchard Knob	50 x 127 Irr.	R-1	\$300
S	136N-F-011	1055 N. Orchard Knob Avenue	East Chattanooga	75 x 125	R-1	\$1,750
V	136N-K-008	2008 Laura Street	Avondale	100 x 132	R-1	\$750
V	137A-A-034	2209 Bachman Street	East Chattanooga	50 x 129	R-1	\$300
V	137A-B-019	2311 Cushman Street	East Chattanooga	50 x 190	R-1	\$1,000
V	137A-S-012	2723 Glass Street	East Chattanooga	55 x 119 Irr.	R-1	\$400
V	137A-T-012	2416 Campbell Street	East Chattanooga	150 x 209 Irr.	R-1	\$600
V	137I-B-018	2000 Blk. Pearl Street	East Chattanooga	46 x 144	R-1	\$350
S	137I-E-029	1954 Greenwood Road	Eastdale	100 x 110	R-1	\$2,700
V	137K-B-026	2400 Blk. Leann Circle	Eastdale	1 Acre	R-1	\$300
S	146B-A-029	1122 Cleveland Avenue	Orchard Knob	40 x 135 Irr.	R-3	\$2,600
V	146B-K-043	708 N. Greenwood Avenue	Avondale	80 x 95	R-1	\$575
S	146C-F-003	1906 Milne Street	Orchard Knob	48 x 132	R-1	\$5,500
V	146C-H-018	2100 Blk. Windsor Street	Avondale	50 x 132	R-1	\$300
V	146C-N-038	1703 Jackson Street	Orchard Knob	40 x 100	R-1	\$325
S	146C-Q-004	1908 Jackson Street	Orchard Knob	40 x 88	R-1	\$2,200
V	146D-B-039	1100 Blk. Wheeler Avenue	Avondale	50 x 125	R-1	\$310
V	146D-D-019	900 Blk. Arlington Avenue	Avondale	50 x 125	R-1	\$325
S	146F-L-045	559 Arlington Avenue	Avondale	72 x 150	R-2	\$3,500
V	146K-U-029	312 S. Kelley Street	Ridgedale	44 x 100	R-2	\$350

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TYPE	STATE TAX MAP NUMBER	APPROXIMATE ADDRESS	AREA	APPROX. SIZE	ZONING	MIN. BID
V	146L-F-030	20 Blk. Shallowford Road	Ridgedale	1 Acre	R-1	\$310
V	146N-P-015	2417 Kirby Avenue	Highland Park	40 x 135 Irr.	R-2	\$350
S	146N-V-026	908 Clifton Place	Highland Park	40 x 120	R-2	\$2,700
V	146N-V-034	908 S. Kelley Street	Highland Park	33 x 102	R-2	\$300
S	146O-A-022	908 S. Greenwood Avenue	Highland Park	53 x 130	R-1	\$2,200
V	146O-V-022 & 023	2007 & 2009 Anderson Avenue	Highland Park	100 X 135	R-1	\$750
V	146O-W-034	1109 S. Willow Street	S. Orchard Knob	41 x 109	R-1	\$300
V	146P-B-003	1106 E. 13th Street	Main Street	30 x 107	R-3	\$300
V	146P-F-017	1028 E. 14th Street	Main Street	45 x 132 Irr.	R-3	\$350
S	147A-D-008	1201 Richard Avenue	Eastdale	100 x 215 Irr.	R-1	\$5,500
V	147G-B-004	1009 Tunnel Blvd.	Eastdale	50 x 135	R-1	\$300
V	147G-C-002, 003 & 004	937, 933 & 925 Arcadia Avenue	Eastdale	205 x 135	R-1	\$350
V	147G-C-006	923 Arcadia Avenue	Eastdale	50 x 135	R-1	\$300
V	147G-G-009	1000 Blk. Overlook Avenue	Eastdale	52 x 243	R-1	\$325
V	147H-D-057	1020 Line Street	Eastdale	50 x 152	R-1	\$375
V	147H-G-022 & 023	Rockway Drive	Eastdale	147 x 181 Irr.	R-1	\$375
V	147J-E-012	870 Aubrey Avenue	Woodmore	50 x 130	R-1	\$350
V	147J-E-016	800 Blk. Sylvan Drive	Woodmore	50 x 130	R-1	\$400
S	147J-L-004	722 East Avenue	Woodmore	100 x 135	R-1	\$1,500
S	147J-R-021.02	711 Belle Vista Avenue	Woodmore	50 x 155	R-1	\$2,000
V	147O-B-008	700 Blk. Woods Drive	Brainerd	55 x 177 Irr.	R-1	\$325
V	147P-B-005	3400 Blk. Pinewood Terrace	Brainerd	141 x 180 Irr.	R-1	\$350
V	154G-B-019	37 Hemlock Circle	Tiftonia	76 x 180 Irr.	R-1	\$500
V	155M-B-035	3708 Central Avenue	Alton Park	50 x 140	R-2	\$300
V	155N-L-009, 010 & 011	4021, 4023 & 4031 Chandler Avenue	Alton Park	175x 105 Irr.	R-2 / M-1	\$350
V	156A-F-005	1314 E. 18th Street	Alton Park	56 x 145	R-2	\$300
S	156B-A-031	1507 E. 17th Street	Highland Park	50 x 145	R-2	\$2,100
S	156B-E-027	2005 E. 14th Street	Highland Park	53 x 125	R-1	\$2,200
V	156B-N-007	1719 S. Hawthorne Street	Highland Park	41 x 100	R-2	\$325

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TYPE	STATE TAX MAP NUMBER	APPROXIMATE ADDRESS	AREA	APPROX. SIZE	ZONING	MIN. BID
S	156B-U-028	1709 S. Lyerly Street	Main Street	50 x 145	R-2	\$2,300
S	156D-H-043	3303 Provence Street	Brainerd	50 x 150	R-1	\$2,100
S	156D-J-024	3306 Provence Street	Brainerd	50 x 150	R-1	\$2,500
V	156E-L-029	381 Alice Drive	Brainerd	89 x 125	R-2	\$400
V	156F-A-006	2300 E. 18th Street Place	Main Street	43 x 147 Irr.	R-2	\$300
S	156F-A-013	2303 E. 18th Street Place	Main Street	34 x 145	R-2	\$2,100
V	156F-J-029	1922 Watkins Street	Ridgedale	58 x 75	R-2	\$300
V	156I-A-019	1405 E. 28th Street	East Lake	50 x 135	R-1	\$350
S	156K-A-026	2704 E. 21st Street	Ridgedale	43 x 135	R-2	\$1,000
S	156K-D-017	2811 E. 26th Street	East Lake	50 x 216	R-1	\$2,000
S	156O-G-033	3117 7th Avenue	East Lake	50 x 135	R-1	\$2,200
V	156P-E-002	1202 E. 32nd Street	East Lake	50 x 150	R-1	\$325
V	156P-F-025.01	1410 E. 32nd Street	Rossville Blvd.	40 x 100	R-2	\$300
V	156P-M-005	1900 Blk. E. 33rd Street	East Lake	79 x 135	R-1	\$350
V	157C-A-020 & 021	4700 Blk. Pawnee Trail	Brainerd	2 Acres Irr.	R-2	\$325
S	157G-K-017 & 018	118 Sequoia Drive	Brainerd	211 x 250 Irr.	R-1	\$10,000
S	157P-P-010	4110 South Terrace	East Ridge	65 x 212	R-1	\$5,000
V	158K-F-017	Panorama Drive	E. Brainerd	365 x 540 Irr.	R-1	\$300
V	167C-G-024	414 W. 47th Street	Alton Park	83 x 136 Irr.	R-3	\$350
V	167C-G-025	410 W. 47th Street	Alton Park	55 x 150 Irr.	R-3	\$350
V	167C-H-028 & 029	4601 & 4605 Chandler Avenue	Alton Park	200 x 228 Irr.	R-3	\$500
V	167D-A-033	4118 Dorris Street	Alton Park	40 x 140	R-2	\$300
V	167D-B-006	4202 Fagan Street	Alton Park	81 x 140	R-2	\$325
S	167D-B-033	4280 Quinn Adams Street	Alton Park	40 x 156	R-2	\$2,500
S	167D-E-010	1117 E. 35th Street Place	Rossville Blvd.	50 x 140	R-2	\$325
V	167K-B-011	100 Blk. Lynchburg Street	St. Elmo	50 x 145	R-2	\$300
V	167K-B-015	100 Blk. Lynchburg Street	St. Elmo	140 x 140 Irr.	R-2	\$300
V	167K-C-012	Bedford Avenue	St. Elmo	210 x 115 Irr.	R-2	\$300
V	167N-C-007	Central Avenue	St. Elmo	150 x 205 Irr.	R-2	\$325

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TYPE	STATE TAX MAP NUMBER	APPROXIMATE ADDRESS	AREA	APPROX. SIZE	ZONING	MIN. BID
V	167O-J-007	1512 W. 57th Street	St. Elmo	74 x 130 Irr.	R-1	\$1,000
V	168A-E-004	1808 E. 35th Street	East Lake	58 x 208	R-1	\$350
S	168A-H-029	3510 3rd Avenue	East Lake	51 x 140	R-1	\$2,000
V	168B-B-020	3211 7th Avenue	East Lake	50 x 135	R-1	\$325
V	168B-D-012	3414 6th Avenue	East Lake	33 x 140	R-1	\$300
S	168B-F-012	3414 4th Avenue	East Lake	50 x 140	R-1	\$2,500
V	168B-T-016	3100 E. 30th Street	East Lake	50 X 180	R-1	\$300
V	168B-U-008	3202 14th Avenue	East Lake	50 x 160	R-1	\$375
V	168C-B-012	3000 Blk. Westside Drive	Missionary Ridge	52 X 163 Irr.	R-1	\$500
V	168F-A-020	3413 Shadowlawn Drive	East Ridge	95 x 161 Irr.	R-1	\$4,500
V	168G-F-007	4113 13th Avenue	East Lake	50 x 145	R-1	\$600
V	168G-H-023	2900 E. 39th Street	Rossville Blvd.	52 x 67	R-1	\$425
V	168G-Q-013	4018 13th Avenue	East Lake	48 x 145	R-1	\$350
V	168H-D-012	3705 6th Avenue	East Lake	50 x 140	R-1	\$325
S	168H-M-014	4002 6th Avenue	East Lake	53 x 140	R-2	\$2,000
V	168I-D-022	1509 E. 46th Street Place	Rossville Blvd.	45 x 130	R-2	\$300
V	168J-B-014	4207 12th Avenue	East Lake	53 x 145	R-1	\$350
S	168J-D-029 & 030	4101 & 4103 15th Avenue	East Lake	96 x 145	R-1	\$5,500
V	168J-D-033 & 034	4113 & 4115 15th Avenue	East Lake	92 x 145	R-1	\$350
V	168J-F-025	4200 14th Avenue	Rossville Blvd.	46 x 145	R-1	\$300
V	168K-M-012	1605 John Ross Road	East Ridge	50 x 175	R-1	\$1,000
V	168P-A-001	1400 Blk. E. 47th Street	East Lake	45 x 130	R-1	\$500
V	168P-B-005	1406 E. 49th Street	Rossville Blvd.	45 x 130	R-1	\$300
S	168P-F-028	1611 E. 49th Street	Rossville Blvd.	45 x 130	R-1	\$2,200
V	169B-L-027.01	603 S. Lovell Avenue	East Ridge	66 x 163 Irr.	R-1	\$650
V	169F-D-009.01	1300 Blk. Swope Drive	East Ridge	50 x 150	R-1	\$500
V	169F-D-015	East End Avenue	East Ridge	50 x 150	R-1	\$325
V	169F-G-026	6005 Wentworth Avenue	East Ridge	50 x 125	R-1	\$300
V	169J-F-022	Fruitland Drive (back of 1702 Prigmore Dr.)	East Ridge	100 x 350	R-1	\$300

**FOR SALE
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TYPE	STATE TAX MAP NUMBER	APPROXIMATE ADDRESS	AREA	APPROX. SIZE	ZONING	MIN. BID
V	171I-C-010.03	614 Graysville Road	East Brainerd	90 x 328 Irr.	R-1	\$5,000

**HAMILTON COUNTY 2016 PROPERTY SALE
BID FORM**

EACH PARCEL MUST BE BID ON SEPARATELY. Sealed bids must be received by the REAL PROPERTY OFFICE no later than **3:00 p.m.** on **Friday, February 19, 2016.**

(PLEASE PRINT)

PROPERTY IDENTIFICATION

State Tax Map Number _____

Property Address _____
(Approximate Address)

BIDDER INFORMATION

Name of Bidder _____

Mailing Address _____

City, State _____

Zip Code _____

Telephone **Home:** _____ **Office:** _____

Cell: _____

BID AMOUNT \$ _____

I have read and understand the Bidding Instructions and Payment Procedure & Forfeit Policy regarding the sale of Hamilton County property.

Signature of Bidder

Date



Hamilton County Board of Commissioners RESOLUTION

No. 116-29

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH MORELAND ALTOBELLI ASSOCIATES, INC FOR CONSTRUCTION AND SPECIAL INSPECTION TESTING NECESSARY FOR CONSTRUCTION OF THE NOLAN ELEMENTARY SCHOOL ADDITION FOR AN AMOUNT NOT TO EXCEED \$48,191.50 OF PREVIOUSLY BUDGETED FUNDS.

WHEREAS, Resolution 615-12 was approved by this Legislative Body on June 03, 2015 approving hourly rates and testing service fees for the geoenvironmental services provided by Moreland Altobelli Associates, Inc.; and,

WHEREAS, the total amount of the contract shall not exceed \$48,191.50 without approval by the County Commission; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

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

That the County Mayor is authorized to enter into and execute an agreement with Moreland Altobelli Associates, Inc to provide construction and special inspection testing for the Nolan Elementary School Addition for an amount not to exceed \$48,191.50.

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

January 20, 2016

Date



Thomas D. Moreland, PE
Chairman/CEO

Buddy Gratton, PE
President

Vickie E. Moreland
Executive Vice President/CFO

George M. Byrd, PE
Senior Vice President

J. Holly Moreland
Vice President

Richard C. Boullain, PE
Vice President

Henry E. Collins, Jr.
Vice President

Bradley M. Hale, PE
Vice President

Albert J. Joyner, Jr.
Vice President

L.N. Manchi, PE
Vice President

Joe McGrew, PE
Vice President

August 19, 2015

Mr. John Agan, PE
Director of Engineering, Public Works Department
Hamilton County
1250 Market Street, Suite 3050
Chattanooga, TN 37402

RE: Proposal for Construction Materials and Special Testing Services
Nolan Elementary School Additions,
4435 Shackleford Ridge Road, Signal Mountain, TN 37377

Dear Mr. Agan,

Moreland Altobelli Associates, Inc. (MA) is pleased to submit this proposal for the reference project. This proposal provides our understanding of the scope of our services and associated compensation for our services.

PROJECT INFORMATION

Project information was provided to us at the meeting on January 6, 2015 by Mr. Matthew Twitchell of Franklin Architects, and with additional detail scopes with email. It is our understanding that Hamilton County Schools is planning to construct three additions to the existing building which will total approximately 12,600 to 13,000 square feet in footprint. All additions will be one-story building, the construction will include shallow foundations, a concrete slab on grade, load bearing masonry walls, and structural steel framing system. The construction also includes the relocation of storm sewer drain lines and potential retaining wall along the driveway on south side of the building.

SCOPE OF SERVICES

Based on our review and understanding of the available project information, and Schedule of Special Inspection Services of Chapter 17 of the 2009 International Building Code required items for this project, we outline the proposed scope of services as follows:

EARTHWORK

- Evaluate soils subgrade by proofroll prior to backfill or floor slab, and verify that site has been prepared properly



- Perform standard proctor and Atterburg limits tests on borrow soils to evaluate suitability of material as control fill
- Verify use of proper materials, densities, and lift thicknesses during placement and compaction of control fill
- Observe trench excavation for suitable subgrade and bedding and verify compaction for trench backfill

FOUNDATION AND REINFORCING STEEL

- Check foundation subgrade for unsuitable soils and verify materials below shallow foundations are adequate to achieve the design bearing capacity
- Verify excavations are extended to proper depth and have reached proper materials, and check the footing excavations for cleanliness and correct dimensions
- Verify the placement of reinforcing steel and anchor bolt for compliance with the construction plan and specifications

CONCRETE

- Verify the required design mix
- Perform field tests for slump, temperature, and air content on fresh concrete
- Make concrete cylinders field and deliver to laboratory for curing
- Perform laboratory compression tests on concrete cylinder specimens
- Conduct floor flatness and levelness tests for interior slab
- Perform moisture tests on harden concrete slab

MASONRY

- Verify size and location of structural masonry units and construction of mortar joints
- Verify size, grade, and type of reinforcing steel and anchor bolts, including details of anchorage of masonry to structural members.
- Observe the protection of masonry during hot/cold weather
- Observe preparation of grout specimens, mortar specimens and verify the grout space is clean prior to grouting
- Cast grout prisms and mortar cubes for field and laboratory curing
- Perform laboratory compressive strength tests on grout prisms and cubes

STRUCTURAL STEEL

- Verify material compliance of structural steel, high strength bolts and weld fillers
- Check high strength bolting connections and welded connections
- Verify the thickness and density of the sprayed fire-resistant material applied to structural members

LEVEL 1 TNEC SITE INSPECTIONS

- Perform weekly inspections for erosion and sediment control
- Perform inspections and collect turbidity water sample within 24 hours of 0.5 inch rain event

We propose to service this project on a full-time basis during earth work, foundation, and masonry wall construction. We propose to service the remaining work on an as-needed basis. We request a minimum 24-hour notification for our services. This enables us to schedule our work efficiently and meet your requires at the scheduled time.

Testing and inspection field reports will be prepared each time after our personnel finish their requested task, and will be provided to the general contractor's site superintendent prior to taking off from the job site. Field report will summarize our field personnel's activities, observations and field test results; this report will also list discrepancies, if any, for the contractor to make corrections. Copies of field report will be sent to our office for review by our project engineer for quality control, a formal typed report will be distributed according to the project distribution list you provide.

EXCLUDED SERVICES

Unless the scope of work outlined in this proposal is modified in writing, the following items are specifically excluded from our scope of services:

- Environmental or ecological services
- Exterior insulation and finish systems (EIFS) inspection
- Inspection of any plumbing, mechanical or electrical systems
- Coatings inspections
- Roofing observations
- Asbestos and lead inspections

CLIENT RESPONSIBILITIES

We ask that you be responsible for the following:

- Authorize work: Sign and return the attached "Agreement for Consultant Services"
- Scheduling: Provide us with the name of the individual who will be responsible for scheduling and directing our testing services. Provide a minimum of 24-hour notice for our testing services. When services will be needed on weekends and/or holidays, we request an additional 24 hours prior notice
- Report distribution: Provide us with all applicable names and contact information for report distribution
- Project documents: Provide us one set of the approved construction plan and project specifications (hard copy or pdf files)

COMPENSATION

It is understand that the construction project will last approximately 9 to 10 months, it is advised that MA's involvement in the project will be limited to about 6 month period of time. Based on the provided project information and our experience with similar projects, we estimate the guaranteed maximum dollar amount or not-to-exceed amount for our services is \$48,191.50. The broken down amount by each category is attached.

MA will provide our services on a unit price basis according to the 2014 Hamilton County, Tennessee and Hamilton County Department of Education Geoenvironmental Consultant Fee Schedule. A copy of this fee

schedule is attached. The actual cost of our services will be based on the number of units performed in accordance with this fee schedule. We will only bill you for actual work done in direct support of your project.

Our services will be invoiced on monthly basis for the duration of our service involvement. The attached Fee Schedule lists applicable unit rates. Terms of payment are Net-30 days. MA reserves the right to suspend the performance of Services, or to terminate this Agreement in the event of any invoice remains unpaid for sixty (60) days.

LIMITATIONS

Our work, including special inspections, is limited to field observations and construction materials tests to determine if the construction activities comply with the approved project documents. We will not accept or reject completed work, but will provide information to help the architect or engineer of record to make that determination. Our presence on the site does not relieve the contractor from complying with the approved project plans and specifications. Despite the thoroughness of any special inspections program, the special inspections services offered by MA do not serve as a warranty or guarantee that all non-compliant conditions will be detected and corrected.

Our proposal is solely intended for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and MA.

MA appreciates the opportunity to propose our services to you, we are looking forward to working on this project. Should you have any questions and concerns, or if you need additional services, please do not hesitate to contact us at your convenience.

Sincerely



Tom Moreland, PE
CEO

Attachments: Agreement for Consultant Services
Construction Materials and Special Testing Cost Estimate
2014 Hamilton County Department of Education Approved Fee Schedule

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 20th day of August, 2015 between Hamilton County, Tennessee Public Works Department, with its principal place of business located at 1250 Market Street, Suite 3050, Chattanooga, Tennessee 37402 (hereinafter referred to as "Client"), and **MORELAND ALTOBELLI ASSOCIATES, INC**, a Georgia corporation with its principal place of business located at 2211 Beaver Ruin Road, Suite 190, Norcross, Georgia 30071 (hereinafter referred to as "MAAI").

WITNESSETH:

WHEREAS, Client requires certain services for a project, Geotechnical Investigation and Construction Materials Testing Services for Nolan Elementary School Additions, and MAAI possesses the knowledge, experience and technical resources to provide such services; and

WHEREAS, Client desires to contract with MAAI and MAAI desires to accept and perform such services;

NOW THEREFORE, Client and MAAI, in consideration of the terms, covenants, recitals and conditions herein contained, hereby agree as follows:

1. **Services**. MAAI hereby agrees to provide certain Services as defined and set forth in Exhibit "A," Scope of Services, which is attached hereto and incorporated herein by reference.

2. **Compensation**. In consideration of the Services to be rendered by MAAI under this Agreement, Client agrees to pay MAAI in accordance with labor categories and fees listed in Exhibit "B" – *Fee Schedule*, which is attached hereto and incorporated herein by reference.

3. **Payment for Services**. Client agrees to pay invoices within thirty (30) days of receipt. MAAI reserves the right to suspend the performance of Services, or to terminate this Agreement in the event any invoice remains unpaid for sixty (60) days.

4. **Standard of Care**. Services provided by MAAI under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

5. **Delays**. MAAI agrees to make good faith efforts to comply with reasonable schedule requirements requested by Client. Notwithstanding the foregoing, MAAI shall not be responsible for delays caused by factors beyond MAAI's control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of MAAI's services or instrumentalities of service, or delays caused by faulty performance by Client or by contractors of any level.

6. **Indemnification**. MAAI agrees to indemnify and hold Client harmless from and against all suits, claims, liabilities, costs and expenses to the extent resulting from the negligent acts, errors or omissions of MAAI, its officers, agents and employees.

7. **Insurance Requirements**. MAAI shall procure and maintain throughout the term of this Agreement the following insurance limits and coverage:

- a. Workers' Compensation Insurance in amounts required by state law, including Employer's Liability Insurance with limits of not less than \$1,000,000 per accident and \$1,000,000 per disease.
- b. Commercial General Liability Insurance including Bodily Injury, Property Damage, Personal Injury, Blanket Contractual and Broad Form Property Damage Coverage including Products and

Completed Operations with combined single limits of not less than \$1,000,000 per occurrence.

- c. Commercial General Liability Insurance including owned, non-owned, leased and hired motor vehicle coverage with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- d. Professional Liability Insurance with a limit of not less than \$1,000,000 per claim.

8. **Independent Contractor Status.** It is understood and agreed between the parties hereto that MAAI (including any agents, employees, subcontractors, successors and assigns of MAAI), in the performance of services under this Agreement, shall act as an independent contractor and not as an officer, agent, or employee of Client. MAAI acknowledges responsibility for all federal, state, and local requirements for employers which apply to MAAI.

9. **Records.** MAAI shall maintain detailed records of its Services relating to this Agreement and shall make such records, including all accounts, bills, and vouchers relative thereto, available to Client and internal and external auditors for the purposes of making audits, examinations, excerpts, and transcriptions. Such records shall be maintained for a minimum of three (3) years following completion of Services under this Agreement and all other pending matters are closed.

10. **Jurisdiction and Venue.** Client and MAAI stipulate that the laws of the State of Georgia shall govern any dispute between the parties, and that jurisdiction and venue shall be determined exclusively on the basis of the location of the local office of MAAI out of which this Agreement arises.

11. **Consequential Damages.** In no event shall either Client or MAAI be liable to the other for any special, indirect, incidental, consequential, or economic damages (including, but not limited to lost profits and lost business opportunity), regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages.

12. **Employment.** Client warrants that, during the term of this Agreement and for a period of one year subsequent to its termination, neither Client nor any of its affiliates, successors or assigns will employ or enter into a contractual relationship with any person who is a regular or contract employee of MAAI.

13. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of Client and MAAI and their respective successors and assigns.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between Client and MAAI with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral contracts between Client and MAAI respecting the subject matter hereof. All individuals executing this Agreement on behalf of Client hereby expressly warrant that they are specifically authorized to execute same on behalf of Client.

15. **Amendment of Agreement.** This Agreement may be altered or amended only by written instrument signed by Client and MAAI.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

CLIENT:

HAMILTON COUNTY, TENNESSEE

By: _____

Title: _____

By: _____

Title: _____

MORELAND ALTABELLI ASSOCIATES, INC.

By: Thomas Moreland

Title: CEO

By: _____

Title: _____

EXHIBIT "A"

SCOPE OF SERVICES

Scope of services are summarized in "Proposal for Construction Materials and Special Testing Services, Nolan Elementary School Additions, 4435 Shackleford Ridge Road, Signal Mountain, TN 37377", dated August 19, 2015.

EXHIBIT "B"

Construction Materials and Special Testing Cost Estimate

SERVICE	UNITS	UNIT COST	AMOUNT	TOTALS
<u>Field Testing Services</u>				
<i>Earthwork</i>				
Engineering Technician	60 Hours	\$ 60.00 Per hour	\$ 3,600	
Mileage	200 Miles	\$ 0.45 Per mile	\$ 90	
<i>Foundation and rebar inspections</i>				
Field professional	48 Hours	\$ 60.00 Per hour	\$ 2,880	
Mileage	150 Miles	\$ 0.45 Per mile	\$ 68	
<i>Concrete Sampling and testing</i>				
Engineering Technician	80 Hours	\$ 60.00 Per hour	\$ 4,800	
Floor flatness test	12600 SQ FT	\$ 0.30 per Sq Ft	\$ 3,780	
Vapor emission testing	12 Each	\$ 80.00 Each	\$ 960	
Mileage	700 Miles	\$ 0.45 Per mile	\$ 315	
<i>Masonry observations and testing</i>				
Engineering Technician	80 Hours	\$ 60.00 Per hour	\$ 4,800	
Special inspector	36 Hours	\$ 90.00 Per hour	\$ 3,240	
Mileage	450 Miles	\$ 0.45 Per mile	\$ 203	
<i>Steel inspection</i>				
Steel inspector	32 Hours	\$ 85.00 Per hour	\$ 2,720	
Mileage	150 Miles	\$ 0.45 Per mile	\$ 68	
<i>Level I TNEC inspections</i>				
Field professional	60 Hours	\$ 60.00 Per hour	\$ 3,600	
Mileage	700 Miles	\$ 0.45 Per mile	\$ 315	
			FIELD TESTING SUBTOTAL	\$ 31,437.50
<u>Laboratory services</u>				
Standard proctor	3 Each	\$ 110.00 Per each	\$ 330	
Concrete strength	32 Each	\$ 12.00 Per each	\$ 384	
Grout prism strength	16 Each	\$ 45.00 Per each	\$ 720	
Mortar Cube strength	16 Each	\$ 45.00 Per each	\$ 720	
			LABORATORY TESTING SUBTOTAL	\$ 2,154.00
<u>Engineering services</u>				
Senior registered professional	80 Hours	\$ 120.00 Per hour	\$ 9,600	
Senior engineering technician	40 Hours	\$ 65.00 Per hour	\$ 2,600	
Technical administrator	40 Hours	\$ 60.00 Per hour	\$ 2,400	
			ENGINEERING SUBTOTAL	\$ 14,600.00
			TOTAL ESTIMATED COST	\$ 48,191.50

**Hamilton County, Tennessee and
Hamilton County Department of Education
Geoenvironmental Consultant Fee Schedule**

fee(s) may be revised annually on July 1 of the respective year if approved in writing by Hamilton County

FIELD EXPLORATION

Drilling and Exploration

Mobilization - truck		
Local Mobilization	\$350.00	/ea
With Drilling Equipment	\$2.00	/mi
Mobilization - ATV		
Local Mobilization	\$500.00	/ea
With Drilling Equipment	\$3.00	/mi
Clearing and Access		
Mobilization	\$300.00	/ea
Dozer	\$100.00	/hr
Backhoe	\$100.00	/hr
Per Diem	\$150.00	/day
Soil Boring Advancement with SPT		
0 - 50 feet Depth Range	\$11.00	/ft
50+ feet Depth Range	\$12.00	/ft
Extra Split Spoon Sample	\$30.00	/ea
Auger Boring	\$9.00	/ft
Undisturbed Sampling, Shelby tube	\$85.00	/ea
Piston / Pitcher Sampling	\$65.00	/ea
Bulk Samples	\$20.00	/ea
Hourly for Drill Crew		
Specialty Drilling	\$180.00	/hr
Standby	\$150.00	/hr
Rock Coring (N series)		
Coring Setup (per boring)	\$150.00	/loc
0 - 50 feet Depth Range	\$45.00	/ft
50 - 100 feet Depth Range	\$50.00	/ft
Core Boxes	\$15.00	/ea
Rock Coring (H series)		
Coring Setup (per boring)	\$150.00	/loc
0 - 50 feet Depth Range	\$55.00	/ft
50 - 100 feet Depth Range	\$60.00	/ft
Core Boxes	\$30.00	/ea
Temporary Piezometer Installation	\$25.00	/ft
Rock Drilling - Air Rotary		
Setup (per boring)	\$175.00	/ea
0 - 50 feet Depth Range	\$40.00	/ft
50-100 feet Depth Range	\$45.00	/ft

Temporary Casing Installation, 6-inch		
0 - 50 feet Depth Range	\$7.00	/ft
50 - 100 feet Depth Range	\$8.00	/ft
Permanent Casing Installation, 6-inch		
0 - 50 feet Depth Range	\$10.00	/ft
50 - 100 feet Depth Range	\$12.00	/ft
Direct Push Rig		
Daily	\$1,500.00	/day
Macro Core Sleeves	\$50.00	/ea
Prepack Well	\$20.00	/ft
Expendable Tips	\$50.00	/ea
Tubing	\$5.00	/ft
Monitor Well Installation - 2" dia. PVC (excluded drilling)		
0 - 50 feet Depth Range	\$50.00	/ft
50 - 100 feet Depth Range	\$55.00	/ft
Monitor Well Surface Improvements		
3'x3' Well Pad	\$150.00	/ea
4"x4"x5' Steel Locking Shroud	\$300.00	/ea
6"x6"x5' Steel Locking Shroud	\$500.00	/ea
8" Flush Shroud	\$100.00	/ea
4" dia. Protective posts	\$100.00	/ea
Well Abandonment - 2" PVC		
Plug in place	\$5.00	/ft
Pad/Shroud Removal	\$200.00	/ea
Minimum Drilling Charge	\$1,300.00	/project
Boring Grouting		
4 Inch Diameter Boring	\$8.00	/ft
6 Inch Diameter Boring	\$12.00	/ft

EQUIPMENT USE CHARGE

Equipment Usage Charges

Electrical Resistivity	\$250.00	/day
Ground Penetrating Radar	\$1,000.00	/day
Surface Seismic Array	\$1,500.00	/day
Down Hole Seismic	\$1,200.00	/day
Nuclear Density Gauge	\$0.00	/day
Concrete Testing Equipment	\$0.00	/day
Dynamic Cone Penetrometer	\$0.00	/day
Core Machine	\$600.00	/day
Core Bit Wear	\$0.50	\$/in/in
High Pressure Washer	\$100.00	/day
Steam Cleaner	\$100.00	/day
Grouting Unit	\$100.00	/day
Water Trailer	\$300.00	/day
Air Compressor	\$300.00	/day
Generator	\$100.00	/day
Jackhammer - Electric	\$100.00	/day
Jackhammer - Air	\$120.00	/day
Pickup Truck - 1/2 ton	\$0.00	/day
Pickup Truck - 3/4 ton	\$0.00	/day
Photoionization Detector	\$60.00	/day
Pumps		
Centrifugal Pump	\$50.00	/day
Peristaltic Pump	\$75.00	/day
Purge Pump	\$50.00	/day
Meters		
pH Meter	\$15.00	/day
Specific Conductance Meter	\$75.00	/day
DO Meter	\$75.00	/day
ORP Meter	\$50.00	/day
Explosive Gas Meter	\$50.00	/day
Pressure Transducer	\$50.00	/day
Data Logger	\$50.00	/day
Oil/Water Interface Probe	\$50.00	/day
Electric Water Level Indicator	\$15.00	/day

Included in technician rate

Supplies

Bailers	\$4.00	/ea
Petroleum Absorbent Booms	\$10.00	/ea
Drums, 55-gal	\$0.00	/ea
Plastic	\$0.00	/ea
Other:		

GEOTECHNICAL/MATERIALS LABORATORY TESTING

Shear Strength Tests

Unconfined Compression Test	\$90.00	/ea
Triaxial Compression Tests		
UU	\$120.00	/ea
UU - saturated	\$150.00	/ea
CU w/ Pore Pressure Measurement	\$250.00	/ea
CD	\$400.00	/ea

Classification Tests

Atterberg Limits	\$60.00	/ea
Particle Size Analysis (2" - #200)	\$50.00	/ea
Particle Size Analysis (1/4" - #200)	\$50.00	/ea
Particle Size Analysis (Hydrometer)	\$90.00	/ea
#200 Wash	\$45.00	/ea

Consolidation Tests

Consolidation	\$500.00	/ea
Consolidation with Hysteresis	\$550.00	/ea

Permeability Tests

Constant Head	\$250.00	/ea
Controlled Gradient	\$350.00	/ea

Earthwork Tests

Compaction Tests (Proctor): Soil, Standard	\$110.00	/ea
Compaction Tests (Proctor): Soil, Modified	\$120.00	/ea
Compaction Tests (Proctor): Stone, Standard	\$130.00	/ea
Compaction Tests (Proctor): Stone, Modified	\$140.00	/ea
Proctor Check Point	\$20.00	/ea
CBR, Soaked - Three points with Plot	\$450.00	/ea

Miscellaneous Tests

Separate Moisture Content	\$8.00	/ea
Separate Unit Weight Determination	\$30.00	/ea
Specific Gravity	\$40.00	/ea
pH Determination	\$20.00	/ea
Resistivity	\$45.00	/ea
Remolded Sample Preparation	\$75.00	/ea
Saw Shelby Tube	\$0.00	/ea
Organic Content	\$55.00	/ea

Concrete Testing

Compressive Strength (/ specimen made)	\$12.00	/ea
Floor Flatness and Levelness Testing	\$0.30	/sf
Vapor Emission Testing	\$80.00	/test
Compressive Strength of Concrete Cores	\$15.00	/core
Concrete Mix Design Verification	\$250.00	/mix

Asphalt Testing

Asphalt Extraction and Gradation	\$120.00	/ea
Marshall Density, Stability, & Flow	\$200.00	/ea
Theoretical Density and Specific Gravity	\$15.00	/ea
Asphalt Core Density	\$15.00	/ea
Asphalt Core Thickness	\$10.00	/ea
Asphalt Patch (bag)	\$50.00	/ea

Masonry

Grout Compression Test	\$45.00	/set
Mortar Cubes	\$45.00	/cube
Compressive Strength/Absorption of Block	\$60.00	/set
Masonry Composite Compression Test	\$400.00	/test

PROFESSIONAL AND TECHNICAL SUPPORT SERVICES

Principal/Chief Engineer	\$120.00	/hr
Senior Registered Professional	\$120.00	/hr
Project Registered Professional	\$105.00	/hr
Staff Professional	\$75.00	/hr
Field Professional	\$60.00	/hr
Project Manager	\$85.00	/hr
Health and Safety Specialist	\$90.00	/hr
Senior Environmental Specialist	\$90.00	/hr
Project Environmental Specialist	\$80.00	/hr
Staff Environmental Specialist	\$80.00	/hr
Senior Industrial Hygienist	----	/hr
Industrial Hygienist	-----	/hr
Senior Ecologist	\$82.00	/hr
Staff Ecologist	\$70.00	/hr
Senior Archaeologist	\$100.00	/hr
Staff Archaeologist	\$70.00	/hr
Technical Administrator	\$65.00	/hr
CAD Technician I	\$65.00	/hr
CAD Technician II	\$50.00	/hr
Steel Inspector, CWI	\$85.00	/hr
Steel Inspector NDE, ASNT Level II	\$85.00	/hr
Steel Inspector NDE, ASNT Level III	\$95.00	/hr
Roofing Observer	\$100.00	/hr
Senior Special Inspector	\$90.00	/hr
Special Inspector	\$90.00	/hr
Senior Engineering Technician	\$65.00	/hr
Engineering Technician	\$60.00	/hr
Senior Environmental Technician	\$75.00	/hr
Environmental Technician	\$60.00	/hr
Overtime Multiplier (over 8 hrs/day)	1.15	
Overtime Multiplier (Weekends)	1.15	
Overtime Multiplier (Holidays)	1.15	

* Overtime rates apply to non-exempt employees,

EXPENSES

Mileage	\$0.45	/mi
Per Diem	\$125.00	/day
Report Production	\$0.00	/pg
Subcontract Services	15	% + Cost
Analytical Laboratory Testing	15	% + Cost
Fuel Surcharge	\$0.00	/mi
Misc. Reimbursable	15	% + Cost
Other:		



Hamilton County Board of Commissioners RESOLUTION

No. 116-30

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SUBMIT AN APPLICATION TO THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) AND TO THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC) FOR AN AMOUNT NOT TO EXCEED \$1,250,000, WHICH INCLUDES A REQUIRED MATCHING CONTRIBUTION NOT TO EXCEED \$125,000, TO FUND REPLACEMENT OF OUTDATED HEAVY EQUIPMENT FOR THE HAMILTON COUNTY HIGHWAY DEPARTMENT.

WHEREAS, the Hamilton County Highway Department maintains 847 miles of roadway in the unincorporated areas of Hamilton County and strives to perform all functions as efficiently and as environmentally friendly as possible; and,

WHEREAS, the Tennessee Department of Transportation (TDOT) Clean Diesel Technologies Program provides funds to reduce air pollution from diesel engines, assisting with replacement of older, outdated vehicles; and,

WHEREAS, Hamilton County Highway Department has requested to replace nine (9) pieces of heavy equipment, model years between 1983 and 1987; which would result in significant savings and a substantial reduction of air pollution when replaced; and,

WHEREAS, Hamilton County will request two (2) grants in an amount not to exceed \$1,250,000; and,

WHEREAS, Tennessee Department of Transportation (TDOT) Congestion Mitigation and Air Quality Improvement (CMAQ) Grant shall provide 80% (\$1,000,000.00) of the total cost; Tennessee Department of Environment and Conservation (TDEC) Clean Energy Tennessee Grant shall provide 10% (\$125,000.00) of the total cost; Hamilton County shall provide 10%

(\$125,000.00) of the total cost.

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

The County Mayor is hereby authorized to submit an application to the Tennessee Department of Transportation (TDOT) for Congestion Mitigation and Air Quality Improvement (CMAQ) Grant and to the Tennessee Department of Environment and Conservation (TDEC) Clean Energy Tennessee Grant for an amount not to exceed \$1,250,000 which includes a matching contribution not to exceed \$125,000 to fund replacement of outdated heavy equipment for the Highway Department, and to sign any and all grant-related documents.

**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

January 20, 2016

Date



Hamilton County Board of Commissioners RESOLUTION

No. 116-31

A RESOLUTION ALLOWING THE HAMILTON COUNTY BUILDING COMMISSIONER (BY AND THROUGH THE DIRECTOR OF BUILDING INSPECTION) TO COLLECT A ONE HUNDRED DOLLAR (\$100) FEE ASSOCIATED WITH A NEW APPLICATION FOR THE BOARD OF ZONING APPEALS PUBLIC HEARING.

WHEREAS, Resolution 1215-24 to amend the Hamilton County Zoning Regulations, passed December 16, 2015, for the County Commission to establish new fees for the Board of Zoning Appeals Public Hearing; and,

WHEREAS, the fees were last updated via Resolution 1104-21 on November 17, 2004; and,

WHEREAS, from time to time a new fee shall be established that will more accurately reflect the cost associated with the identification of the property, subject to appeal, and the cost of notification of all property owners as required by the current regulations; and,

WHEREAS, it is necessary to adopt the fee of one hundred dollars (\$100.00) for a new application.

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

A fee of one hundred dollars (\$100), payable at the time of application, shall be paid to the Building Commissioner (by and through the Director of Building Inspection), as agent of the Board. The fee shall be used to pay the cost of notices and other expenses incidental for the public hearing.

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

January 20, 2016

Date



Hamilton County Board of Commissioners RESOLUTION

No. 116-32

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH GEOSERVICES, LLC FOR CONSTRUCTION AND SPECIAL INSPECTION TESTING NECESSARY FOR THE CONSTRUCTION OF THE WOLFTEVER CREEK ELEMENTARY SCHOOL ADDITION FOR AN AMOUNT NOT TO EXCEED \$51,869.00 OF PREVIOUSLY BUDGETED FUNDS.

WHEREAS, Resolution 615-12 was approved by this Legislative Body on June 03, 2015 approving hourly rates and testing service fees for the geoenvironmental services provided by GEOServices, LLC; and,

WHEREAS, the total amount of the contract shall not exceed \$51,869.00 without approval by the County Commission; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

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

That the County Mayor is authorized to enter into and execute an agreement with GEOServices, Inc. to provide construction and special inspection testing for the Wolftever Elementary School Addition for an amount not to exceed \$51,869.00.

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

January 20, 2016

Date



January 6, 2016

Hamilton County Engineering Department
1250 Market Street, Suite 500
Chattanooga, Tennessee 37402

Attention: Mr. John A. Agan, P.E.
Director of Engineering – Public Works Division

Reference: Proposal for Special Inspections and Materials
Testing Services
Wolftever Creek Elementary School Additions
Ooltewah, Tennessee
GEOservices Proposal No. 14-15104A

Dear Mr. Agan:

GEOservices appreciates the opportunity to submit this proposal for the above referenced project. The following proposal describes our understanding of the project, outlines our anticipated scope of work, and presents the associated fees for our services. A copy of our Agreement for Services is attached and is incorporated as part of this proposal.

PROJECT INFORMATION

We understand that Hamilton County plans to design and construct additions to the existing Wolftever Creek Elementary School located at 5080 Ooltewah-Ringgold Road, Ooltewah, Tennessee. We understand the additions will total approximately 32,434 square feet. The additions will be located in three distinct areas.

The first area of the addition will be located adjacent to the southwest corner of the existing building and will have a footprint of approximately 13,752 square feet. This portion of the addition will house a high bay activity area, computer lab, four classrooms, and two restrooms.

The second portion of the addition will be located at the northeastern corner of the existing building and will have a footprint of 9,500 square feet. This area will house the stacks, music room, one classroom, and some conference and work rooms.

The final portion of the addition will be located at the northwest corner of the existing structure and will have a footprint of approximately 9,500 square feet. This area will house three classrooms and two restrooms.

It is our understanding that the addition will be constructed of load bearing masonry walls with a pre-cast roof structure and a slab-on-grade floor system. In addition to the three additions outlined above, the construction will include the rerouting of the existing drive to the south to accommodate for the addition. There are also two redi-rock walls planned for the development, located north and south of the existing elementary school. Based on the existing grades, we anticipate the walls will be less than eight feet in height.

SCOPE OF SERVICES – SPECIAL INSPECTIONS

At this time the proposed additions are still in the design phase, therefore, plans and a schedule of special inspections is not yet complete. We have based our proposed scope of services on our experience with IBC special inspections and the services requested in our January 9, 2015 meeting. Our proposed scope of services is outlined in the following sections. We understand this project includes special inspections, as required by Chapter 17 of the 2012 International Building Code (IBC).

GEOServices can fulfill the role of the Special Inspection Agency and provide testing services as requested by the contractor within the scope of services. For this section, we have defined periodic and continuous based on the typical Schedule of Special Inspection Services.

Soils

1. Verify materials below footings are adequate to achieve the design bearing capacity.
(Periodic)
2. Verify excavations are extended to proper depth and have reached proper material. (Periodic)
3. Perform classification and testing of controlled fill materials. (Periodic)
4. Verify use of proper materials, densities and lift thickness during placement and compaction of controlled fill. (Continuous)
5. Prior to placement of controlled fill, observe subgrade and verify site has been prepared properly. (Periodic)

Concrete

1. Inspect reinforcing steel size, quantity and placement. (Periodic)
2. Inspect bolts to be installed in concrete prior to and during placement of concrete.
(Continuous)
3. Verify use of required design mix. (Periodic)
4. At the time of fresh concrete placement, our personnel will perform air and concrete temperature, slump, and air content testing. Representative cylinders will be cast for compressive strength testing. (Continuous)
5. Inspection of concrete placement for proper application techniques. (Continuous)
6. Inspection for maintenance of specified curing temperature and techniques. (Periodic)
7. Erection of precast concrete members. (Periodic)
8. Verify formwork for shape, lines, location and dimensions (Periodic)
9. Conduct floor flatness and levelness testing of interior slabs (Periodic)

Masonry Construction

1. As Masonry Construction begins, our personnel can verify the following:
 - a. Proportions of site prepared mortar. (Periodic)
 - b. Construction of mortar joints. (Periodic)
 - c. Location of reinforcement and connectors. (Periodic)
2. During Masonry Construction, our personnel can verify the following:

-
- a. Size and location of structural elements. (Periodic)
 - b. Type, size, and location of anchors including other details of anchorage of masonry to structural members, frames, or other construction. (Periodic)
 - c. Specified size, grade, and type of reinforcement. (Periodic)
 - d. Protection of masonry during cold weather or hot weather. (Periodic)
3. Prior to grouting, our personnel can verify the following:
 - a. Grout space is clean. (Periodic)
 - b. Construction of mortar joints. (Periodic)
 4. Verify grout placement for compliance with code and construction provisions. (Continuous)
 5. Prepare required grout specimens, mortar specimens, and/or prisms. (Continuous)
 6. Verify compliance with the required inspection provisions of the construction documents and the approved submittals. (Periodic)

Structural Steel Inspection

1. Verify identification markings conform to ASTM standards in the approved construction documents and review manufacturer's certified test reports for compliance for all cold-formed steel deck. (Periodic)
2. Perform visual observation of all floor and roof deck welds. (Periodic)
3. Verify weldability of any reinforcing steel other than ASTM A706. (Periodic)
4. Observe welds reinforcing steel resisting flexural and axial forces in intermediate and special moment frames, and boundary elements of special structural walls of concrete and shear reinforcement. (Continuous)
5. Observe welds for any shear reinforcement. (Continuous)
6. Observe welds for any other structural steel. (Periodic)

SCOPE OF SERVICES – MATERIALS TESTING

1. **Proofrolling Observations:** A GEOServices Staff Professional or Registered Engineer can be onsite as requested to observe proofrolling. The purpose of our observations is to assist the contractor in determining the suitability of soils for fill placement. During proofrolling observations, our personnel can help identify areas which pump, rut, or deflect under passage of construction equipment. If necessary, recommendations will be provided for areas judged unsuitable during proofrolling.

2. **Field Density Testing:** Our personnel can be onsite during fill placement operations. Our personnel will record lift thickness, moisture content, compacted density, approximate location and approximate depth to proposed subgrade elevation.
3. **Field Density Testing of Basestone:** Prior to placement of basestone, the soil subgrade will be proofrolled to confirm area is stable and that any observed unstable areas are scarified, dried and, recompact. After the basestone is placed and compacted, our personnel can perform field density testing of the in-place basestone. Our personnel will record moisture content, compacted density and the approximate test locations.
4. **Asphalt Testing:** During asphalt placement, our personnel can perform density testing during asphalt placement. If requested and at the completion of asphalt placement, we can obtain core samples from the recently placed asphalt, testing each core for thickness and specific gravity. The specific gravity test results can be compared to the asphalt supplier's Job Mix Formula (JMF) to obtain a percent compaction for each core.
5. **Segmental Retaining Wall Observations:** During wall installation GEOServices personnel will verify the bearing capacity, monitor installation, verify grid placement, and perform field density tests on the wall backfill.
6. **EPSC Inspections/SWPP Monitoring:** At your request, GEOServices can provide personnel trained and certified in the Fundamentals of Erosion Prevention & Sediment Control (EPSC) to perform site inspections. The inspections will include a visual review of the site to evaluate the condition of the erosion and sediment control measures specified in the site-specific Storm Water Pollution Prevention Plan (SWPPP). At the completion of each site visit, our personnel will provide verbal feedback to the project superintendent and prepare a written report.

Reporting

Formal reports summarizing Special Inspection observations will be reviewed by the Project Manager and distributed according to the project distribution list, to be provided by you.

“Discrepancies” are defined as deviations of material, installation, fabrication, erection, or placement of components and connections from the project design drawings, specifications, direction provided by the designers, or industry standards referenced in the project documents. A "deviation" identified and corrected in accordance with the design during the same shift under

the observation of the same Special Inspector that identified the deviation, will not be logged as a Discrepancy. If it is not corrected before the end of the shift, it will be logged as a Discrepancy.

A Discrepancy Notice will be prepared for each discrepancy on a standard form, documenting the discrepancy and providing additional information. The Discrepancy Notice will be distributed to the Contractor, Owner, Architect, Structural Engineer of Record (SER), and Building Official.

Final Report

At completion of the project, a Special Inspection Final Report will be issued indicating compliance of inspected items to the design documents to the best of the Special Inspector's knowledge and belief. The Final Report will be signed and sealed by the Special Inspector. The submittal is conditionally dependent on the previous scope of services being implemented and on all discrepancies having been resolved.

EXCLUSIONS

The following items are specifically excluded from our scope of services:

1. Items not discussed above.
2. Surveying of test locations and elevations.
3. Providing a curing environment for the initial 24 to 48 hours for the concrete cylinders.
4. Directing the means and methods of the project subcontractors.
5. Construction Management.
6. Civil/Architectural design services.

FEES

GEOServices will provide our services on a unit price basis according to the 2013 Hamilton County, Tennessee and Hamilton County Department of Education Geoenvironmental Consultant Fee Schedule. A copy of this fee schedule is attached. The actual cost of our services will be based

on the number of units performed in accordance with this fee schedule. We will only charge for actual work performed in support of the project.

Based on our estimated schedule, we have developed an opinion of probable cost (OPC) for budgeting purposes. Once the final design is completed and a detailed construction schedule is prepared we would be happy to revise the OPC. Our services are dependent on the contractor's schedule and the number of trips requested by the contractor or the owner's representative. The actual cost of our services will be dependent on the construction schedule, the number of trips requested and the number of units performed in accordance with the attached fee schedule. With each invoice, we can update you with services provided for that invoice, as well as the total fees to date. Our actual fees will be dependent on services performed. Since GEOServices will be on-site only when requested by your appointed representative, your project superintendent will have ultimate control over the project efficiency and cost of the materials testing services.

CONTRACT

Our Agreement for Services Form is incorporated as part of this proposal. Please indicate your acceptance of our proposal by signing the backs of the form and returning one copy to our office. Upon receipt, we will execute the contract and proceed with the performance of our services.

If this proposal is transmitted to you via email, and/or if you chose to accept this proposal by email, your reply email acceptance will serve as your representation to GEOServices that you have reviewed the proposal and the associated Agreement for Services and hereby accept both as written.

CLOSURE

GEOServices looks forward to working with you on this project. If you have any questions or require additional information, please feel free to call us.

Sincerely,

GEOServices, LLC



Senior Engineer



Derek R. Kilday, P.E.
Branch Manager

Attachments: 2013 Hamilton County Department of Education Fee Schedule
Opinion of Probable Cost
Agreement for Services

**Hamilton County, Tennessee and
Hamilton County Department of Education
Geoenvironmental Consultant Fee Schedule**

fee(s) may be revised annually on July 1 of the respective year if approved in writing by Hamilton County

FIELD EXPLORATION

Drilling and Exploration

Mobilization - truck		
Local Mobilization	\$300	/ea
With Drilling Equipment	-----	/mi
Mobilization - ATV		
Local Mobilization	\$500	/ea
With Drilling Equipment	-----	/mi
Clearing and Access		
Mobilization	\$400	/ea
Dozer	\$125	/hr
Backhoe	\$100	/hr
Per Diem		/day
Soil Boring Advancement with SPT		
0 - 50 feet Depth Range	\$9.50	/ft
50+ feet Depth Range	\$10	/ft
Extra Split Spoon Sample	\$15	/ea
Auger Boring	\$6	/ft
Undisturbed Sampling, Shelby tube	\$50	/ea
Piston / Pitcher Sampling	\$50	/ea
Bulk Samples	\$35	/ea
Hourly for Drill Crew		
Specialty Drilling	\$200	/hr
Standby	\$150	/hr
Rock Coring (N series)		
Coring Setup (per boring)	\$100	/loc
0 - 50 feet Depth Range	\$35	/ft
50 - 100 feet Depth Range	\$35	/ft
Core Boxes	\$10	/ea
Rock Coring (H series)		
Coring Setup (per boring)	\$200	/loc
0 - 50 feet Depth Range	\$35	/ft
50 - 100 feet Depth Range	\$42	/ft
Core Boxes	\$10	/ea
Temporary Piezometer Installation	\$12.50	/ft
Rock Drilling - Air Rotary		
Setup (per boring)	\$200	/ea
0 - 50 feet Depth Range	\$15	/ft
50-100 feet Depth Range	\$20	/ft

Temporary Casing Installation, 6-inch		
0 - 50 feet Depth Range	\$10	/ft
50 - 100 feet Depth Range	\$15	/ft
Permanent Casing Installation, 6-inch		
0 - 50 feet Depth Range	\$22	/ft
50 - 100 feet Depth Range	\$25	/ft
Direct Push Rig		
Daily	\$1,300	/day
Macro Core Sleeves	\$4.50	/ea
Prepack Well	\$20	/ft
Expendable Tips	\$10	/ea
Tubing	\$1.00	/ft
Monitor Well Installation - 2" dia. PVC (excluded drilling)		
0 - 50 feet Depth Range	\$20	/ft
50 - 100 feet Depth Range	\$20	/ft
Monitor Well Surface Improvements		
3'x3' Well Pad	\$250	/ea
4"x4"x5' Steel Locking Shroud	\$50	/ea
6"x6"x5' Steel Locking Shroud	\$100	/ea
8" Flush Shroud	\$50	/ea
4" dia. Protective posts	\$50	/ea
Well Abandonment - 2" PVC		
Plug in place	\$7	/ft
Pad/Shroud Removal	\$100	/ea
Minimum Drilling Charge	\$1,200	/project
Boring Grouting		
4 Inch Diameter Boring	\$2.50	/ft
6 Inch Diameter Boring	\$3.50	/ft

EQUIPMENT USE CHARGE

Equipment Usage Charges

Electrical Resistivity	\$100	/day
Ground Penetrating Radar	\$100	/day
Surface Seismic Array	\$150	/day
Down Hole Seismic	NC	/day
Nuclear Density Gauge	\$30	/day
Concrete Testing Equipment	NC	/day
Dynamic Cone Penetrometer	NC	/day
Core Machine	\$75	/day
Core Bit Wear	\$0.25	\$/in/in
High Pressure Washer	\$50	/day
Steam Cleaner	\$75	/day
Grouting Unit	\$200	/day
Water Trailer	\$250	/day
Air Compressor	\$75	/day
Generator	\$50	/day
Jackhammer – Electric	\$75	/day
Jackhammer – Air	\$50	/day
Pickup Truck - 1/2 ton	NC	/day
Pickup Truck - 3/4 ton	NC	/day
Photoionization Detector	\$100	/day

Pumps

Centrifugal Pump	\$70	/day
Peristaltic Pump	\$70	/day
Purge Pump	\$70	/day

Meters

pH Meter	NC	/day
Specific Conductance Meter	\$100	/day
DO Meter	\$75	/day
ORP Meter	\$105	/day
Explosive Gas Meter	\$120	/day

Pressure Transducer	----	/day
Data Logger	----	/day
Oil/Water Interface Probe	\$90	/day
Electric Water Level Indicator	NC	/day

Supplies

Bailers	\$15	/ea
Petroleum Absorbent Booms	\$50	/ea
Drums, 55-gal	\$60	/ea
Plastic	\$60	/ea

Other:

Other Rental Equipment	Cost+10%	

GEOTECHNICAL/MATERIALS LABORATORY TESTING

Shear Strength Tests

Unconfined Compression Test	\$75	/ea
Triaxial Compression Tests		
UU	\$400	/ea
UU - saturated	-----	/ea
CU w/ Pore Pressure Measurement	\$700	/ea
CD	\$700	/ea

Classification Tests

Atterberg Limits	\$60	/ea
Particle Size Analysis (2" - #200)	\$50	/ea
Particle Size Analysis (1/4" - #200)	\$40	/ea
Particle Size Analysis (Hydrometer)	\$60	/ea
#200 Wash	\$40	/ea

Consolidation Tests

Consolidation	\$400	/ea
Consolidation with Hysteresis	-----	/ea

Permeability Tests

Constant Head	\$225	/ea
Controlled Gradient	\$225	/ea

Earthwork Tests

Compaction Tests (Proctor): Soil, Standard	\$90	/ea
Compaction Tests (Proctor): Soil, Modified	\$120	/ea
Compaction Tests (Proctor): Stone, Standard	\$90	/ea
Compaction Tests (Proctor): Stone, Modified	\$120	/ea
Proctor Check Point	\$40	/ea
CBR, Soaked - Three points with Plot	\$400	/ea

Miscellaneous Tests

Separate Moisture Content	\$5	/ea
Separate Unit Weight Determination	\$35	/ea
Specific Gravity	\$60	/ea
pH Determination	\$35	/ea
Resistivity	\$60	/ea
Remolded Sample Preparation	\$50	/ea
Saw Shelby Tube	NC	/ea
Organic Content	\$40	/ea

Concrete Testing

Compressive Strength (/ specimen made)	\$10	/ea
Floor Flatness and Levelness Testing	\$0.05	/sf
Vapor Emission Testing	\$150	/test
Compressive Strength of Concrete Cores	\$10	/core
Concrete Mix Design Verification	\$400	/mix

Asphalt Testing

Asphalt Extraction and Gradation	\$150	/ea
Marshall Density, Stability, & Flow	\$115	/ea
Theoretical Density and Specific Gravity	\$40	/ea
Asphalt Core Density	\$30	/ea
Asphalt Core Thickness	\$30	/ea
Asphalt Patch (bag)	\$15	/ea

Masonry

Grout Compression Test	\$45 (set=3)	/set
Mortar Cubes	\$15	/cube
Compressive Strength/Absorption of Block	\$55	/set
Masonry Composite Compression Test	\$60	/test

PROFESSIONAL AND TECHNICAL SUPPORT SERVICES

Principal/Chief Engineer	\$125	/hr
Senior Registered Professional	\$110	/hr
Project Registered Professional	\$90	/hr
Staff Professional	\$70	/hr
Field Professional	\$70	/hr
Project Manager	\$90	/hr
Health and Safety Specialist		/hr
Senior Environmental Specialist		/hr
Project Environmental Specialist		/hr
Staff Environmental Specialist		/hr
Senior Industrial Hygienist		/hr
Industrial Hygienist		/hr
Senior Ecologist	-----	/hr
Staff Ecologist	-----	/hr
Senior Archaeologist		/hr
Staff Archaeologist		/hr
Technical Administrator		/hr
CAD Technician I		/hr
CAD Technician II		/hr
Steel Inspector, CWI	\$75	/hr
Steel Inspector NDE, ASNT Level II	\$75	/hr
Steel Inspector NDE, ASNT Level III	\$75	/hr
Roofing Observer	\$95	/hr
Senior Special Inspector		/hr
Special Inspector		/hr
Senior Engineering Technician		/hr
Engineering Technician		/hr
Senior Environmental Technician		/hr
Environmental Technician		/hr
Overtime Multiplier (over 8 hrs/day)	1.5 for all below	
Overtime Multiplier (Weekends)		
Overtime Multiplier (Holidays)		

* Overtime rates apply to non-exempt employees.

EXPENSES

Mileage	\$.50	/mi Per
Diem	NC	/day
Report Production	NC	/pg
Subcontract Services	0	% + Cost
Analytical Laboratory Testing	0	% + Cost
Fuel Surcharge	NC	/mi
Misc. Reimbursable	10	% + Cost

Other:



Opinion of Probable Cost (OPC)
 Wolftever Elementary School Addition
 Ooltewah, Tennessee
 GEOServices Proposal No. 14-15104A

FIELD SERVICES	QUANTITY	RATE	TOTAL
Fill Placement Observations - proofrolling, field density testing, retaining wall observations - assume 4 weeks of work , 5 days per week, 10 hrs per day			
Staff Professional:	12 hours	\$70.00 /hour	\$840.00
Engineering Technician:	160 hours	\$32.00 /hour	\$5,120.00
Engineering Technician OT:	40 hours	\$48.00 /hour	\$1,920.00
Standard Proctor Testing:	2 each	\$90.00 /each	\$180.00
Nuclear Density Gauge:	20 days	\$30.00 /day	\$600.00
Trip Charge: (assume 50 mile RT @ \$0.50/mile)	23 trips	\$25.00 /trip	\$575.00
Shallow Foundation Observations - Assume 10 foundation observations			
Staff Professional:	40 hours	\$65.00 /hour	\$2,600.00
Trip Charge: (assume 50 mile RT @ \$0.50/mile)	10 trips	\$25.00 /trip	\$250.00
Foundation Concrete - Assume 10 concrete placements, 4 hours/trip and 10 concrete pick-up, 2 hours/visit			
Engineering Technician:	60 hours	\$32.00 /hour	\$1,920.00
Concrete Cylinder Compression Test:	50 cylinders	\$10.00 /test	\$500.00
Trip Charge: (assume 50 mile RT @ \$0.50/mile)	20 trips	\$25.00 /trip	\$500.00
Building Slab Concrete - Assume 6 trips, 6 hours/trip and 6 concrete pick-up, 2 hours/visit			
Engineering Technician:	48 hours	\$32.00 /hour	\$1,536.00
Concrete Cylinder Compression Test:	75 cylinders	\$10.00 /test	\$750.00
Trip Charge: (assume 50 mile RT @ \$0.50/mile)	12 trips	\$25.00 /trip	\$300.00
Floor Flatness Testing - Assume 32,000 square feet			
Floor Flatness and Levelness Testing	32000 sf	\$0.05 /sf	\$1,600.00
Masonry Observations and Testing - Assume 6 weeks, 5 days per week, 10 hrs per day			
Engineering Technician:	240 hours	\$32.00 /hour	\$7,680.00
Engineering Technician (OT):	60 hours	\$48.00 /hour	\$2,880.00
Mortar Cube Compression Test:	36 tests	\$15.00 /test	\$540.00
Grout Prism Compression Test: (set of 3)	18 sets	\$45.00 /set	\$810.00
Trip Charge: (assume 50 mile RT @ \$0.50/mile)	5 trips	\$25.00 /trip	\$125.00
Structural Steel Inspection - Assume 3 trips at 4 hours/trip.			
Metals Technician:	24 hours	\$75.00 /hour	\$1,800.00
Trip Charge: (assume 50 mile RT @ \$0.50/mile)	3 trips	\$25.00 /trip	\$75.00
Miscellaneous Concrete - Assume 4 miscellaneous concrete placements each at 4 hours/placement. Assume 4 concrete pick-ups, 2 hours/trip			
Engineering Technician:	24 hours	\$32.00 /hour	\$768.00
Concrete Cylinder Compression Test:	20 cylinders	\$10.00 /test	\$200.00
Trip Charge: (assume 50 mile RT @ \$0.50/mile)	8 trips	\$25.00 /trip	\$200.00
EPSC Inspections - Assume 30 weeks with 2 trips per week. Assume 2 hrs/trip			
Staff Professional:	120 hours	\$70.00 /hour	\$8,400.00
Trip Charge: (assume 50 mile RT @ \$0.50/mile)	60 trips	\$25.00 /trip	\$1,500.00
Project Management - Assume 20 weeks of construction related to our scope			
Senior Registered Engineer: (3.5 hour/week for review, meetings, etc.)	70 hours	\$110.00 /hour	\$7,700.00
Opinion of Cost			\$51,869.00

Notes: 1. Should our assumptions and/or quantities differ from the anticipated schedule, please notify our office so that we can modify our Opinion of Cost. The requested services will be charged at the hourly rates shown above.



AGREEMENT FOR SERVICES

Date: January 6, 2016

Job Number: 14-15104A

GEOServices, LLC
(Hereafter Consultant)

Client Name: Hamilton County Engineering Dept.
(Hereafter Client)

Address: 5559 North Lee Highway

Address: 1250 Market Street, Suite 3050

City: Cleveland
State: Tennessee Zip: 37312

City: Chattanooga
State: Tennessee Zip: 37402

Telephone: (423) 614-6471

Telephone: (423) 209-7810

Fax: (423) 614-6479

Fax: (423) 209-7811

Email: dkilday@geoservicesllc.com

Email: johna@hamiltonton.gov

PROJECT

Project Name: Wolftever Creek Elementary School Addition

Project Location: Ooltewah, Tennessee

SERVICES TO BE RENDERED

Proposal Number: 14-15104A Dated: January 6, 2016 is incorporated into this Agreement For Services. This Agreement For Services is incorporated into the above Proposal.

WITNESSETH: WHEREAS, Client desires to contract with Consultant to furnish Services to Client's project identified above.

WHEREAS, Consultant is engaged in the business of providing Services and related labor, materials, and equipment. (Herein individually and collectively referred to as Services.)

NOW, THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- OFFER ACCEPTANCE:** Client hereby accepts Consultant's offer to provide Services as described in Consultant's proposal for Services referenced under "SERVICES TO BE RENDERED" and agrees that such Services and any additional Services authorized by Client shall be governed by this Agreement. **If Client requests Consultant to start performing Services prior to receipt of this Agreement, Client agrees that Consultant's beginning of performance is based on reliance that Client will accept and execute this Agreement for Services. If Client requests Consultant to start performing Services prior to the execution of this Agreement For Services by the Client, then such request is an acceptance of this Agreement for Services to the same extent as if Client had executed this Agreement.** Should Client choose to accept this Agreement for Services through the use of a Purchase Order, all preprinted terms and conditions on Client's purchase order are inapplicable to this Agreement as this Agreement is for Services that are not compatible with purchase order agreements. Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, ninety (90) days from the date of issue
- CONTRACT DOCUMENTS:** "Contract Documents" shall mean this document as well as the proposal listed under "SERVICES TO BE RENDERED" each of which is incorporated into the other.
- PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not established under SERVICES TO BE RENDERED then the current fee schedule in effect for the location providing the Services shall be used as the amount to be paid by Client for Services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project. Consultant shall be paid in full for all Services rendered under this Agreement, including any additional Services authorized by Client in excess of those stated in this Agreement.

Without incurring any liability to the Client, Consultant may either suspend or terminate this Agreement if Client fails to pay any undisputed invoice amounts within 60 calendar days of the invoice date, or if Client states its intention not to pay forthcoming invoices. Such suspension or termination will not waive any other claim Consultant may have against Client. Following such suspension or termination, Consultant may resume work by mutual agreement with Client after payment by Client of all outstanding invoiced amounts and collection expenses. In case of such suspension or termination, Client waives all claims for damages or delay as a result of such suspension or termination.

Any invoices that are not paid within thirty (30) calendar days of Client's receipt of letter from Consultant demanding payment of the invoices or a collection action notification by an attorney or collection agency shall constitute a release of Consultant by Client from any all claims whatsoever, including, but not limited to, tort or contractual claims which Client may have against Consultant for Services performed under said invoice(s).

4. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised, under similar circumstances, by others ordinarily providing Services in the same or similar locality as the project at the time Services are provided. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.** This **STANDARD OF CARE** is in lieu of all other warranties and standards of care. No other warranty or standard of care, expressed or implied, is made or intended by this Agreement, or by the proposal, by oral communications, or by any representations made regarding the Services included in this Agreement.
5. **LIMITATION OF LIABILITY:** CONSULTANT AND CLIENT MUTUALLY AGREE THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INVOLVE RISKS OF LIABILITY WHICH CANNOT BE ADEQUATELY COMPENSATED FOR BY THE PAYMENTS CLIENT WILL MAKE UNDER THIS AGREEMENT. THEREFORE, THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERRORS OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT OR FIFTY THOUSAND DOLLARS, WHICHEVER IS GREATER. CLIENT AGREES THAT PAYMENT OF THE LIMIT OF LIABILITY AMOUNT IS THE SOLE REMEDY TO THE EXCLUSION OF ALL OTHER REMEDIES AVAILABLE FOR THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. AT ADDITIONAL COST, CLIENT MAY OBTAIN A HIGHER LIMIT OF LIABILITY PRIOR TO COMMENCEMENT OF SERVICES. THE ADDITIONAL COST IS COMPENSATION TO CONSULTANT FOR INCREASING THE CONSULTANT'S LIMIT OF LIABILITY. THE ADDITIONAL COST IS NOT AN INSURANCE COST. THE HIGHER LIMIT OF LIABILITY APPLIES ONLY IF MUTUALLY AGREED TO IN WRITING BY CONSULTANT AND CLIENT AT THE TIME CLIENT ACCEPTS THIS AGREEMENT FOR SERVICES AND THE ADDITIONAL COST PAID WITHIN SEVEN DAYS OF THE DATE OF THE MUTUAL AGREEMENT TO INCREASE THE LIMIT OF LIABILITY.
6. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits and loss of use arising from or related to Services provided by Consultant.
7. **REPORTS:** In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and Client's agents and employees for the Project and are not to be used or relied upon by third parties or in connection with other projects. Subject to the authorized use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Unless a shorter period is stated in the Instrument of Service, all Instruments of Service provided pursuant to this Agreement will be valid for a period of three years from the date of this Agreement after which the Instruments of Service are void and can no longer be used or relied upon by anyone for any purpose whatsoever. The period for which an Instrument of Service is valid may be extended by mutual written consent of the Consultant and Client.

Documents that may be relied upon by Client are limited to the printed copies (also known as hardcopies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics or of other types that are furnished by Consultant to Client are only for the convenience of Consultant and Client. Any conclusion or information obtained or derived from such electronic files will be at the Client's or other user's sole risk. Data stored in electronic format can deteriorate or be modified inadvertently or otherwise. Consultant shall not be responsible to maintain documents stored in electronic media.

Consultant shall not be responsible for any alterations, modifications, or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without Consultant's written consent. Client shall indemnify, and hold Consultant harmless against any claims, damages or losses arising out the reuse of the electronic data without Consultant's consent or arising out of alterations, modifications, or additions to the electronic data made by anyone other than Consultant.

Any Instruments of Service, including reports, generated as part of this Agreement are intended solely for use by Client and shall not be provided to any other person or entity without Consultant's written authorization. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against any action or claim brought by any person or entity claiming to rely on the information or opinions contained in the Instrument of Service without Consultant's written authorization.

8. **SAFETY:** Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements. Field Personnel: The presence of Consultant's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation or field testing of specific aspects of the project as authorized by Client. Should Client retain the Services of a Contractor(s) for the project, Consultant is not responsible in any way whatsoever for the supervision or direction of the work of the Contractor(s), its' employees or agents. The presence of Consultant's field personnel for project administration, assessment, observation or testing shall not relieve the Contractor(s) of his responsibility for performing work in accordance with the project plans and specifications. If a Contractor (not a subcontractor of Consultant) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the Contractor will be solely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that Consultant will not be responsible for job or jobsite safety on the project, other than for Consultant's employees and subcontractors, and that Consultant does not have the duty or right to stop the work of the Contractor.
9. **CONFIDENTIALITY:** Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative(s) and to persons designated by the authorized representative to receive such information.
10. **SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.
11. **REPRESENTATIONS OF CLIENT:** Client warrants and covenants that sufficient funds are available or will be available upon receipt of Consultant's invoice to make payment in full for the Services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge.
12. **CLIENT OBLIGATIONS:** Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement. Consultant will take reasonable precautions to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify, and hold harmless Consultant against any claims and claims related costs including attorney's fees by the owner or persons having possession of the site through the owner which are related to such alteration or damage.
13. **UTILITIES:** Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client relative to field tests or boring locations. Client agrees to indemnify and hold harmless Consultant from all claims, suits, losses, personal injuries, death, and property liability including costs and attorney's fees resulting from damage or injury to utilities or subterranean structures (pipes, tanks, etc.) arising from the performance of Consultant's Services when the existence of such are not called to Consultant's attention or the location not correctly identified in information furnished Consultant.
14. **CERTIFICATIONS:** Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless : 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.
15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.
16. **TERMINATION:**
For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon dispatch or receipt of the

termination notice, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within ten days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of service hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment significantly affects or may affect the services, the risk involved in providing the Services , or the recommended scope of Services , Consultant will notify Client thereof. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.
18. **FORCE MAJEURE:** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of an obligation (other than the payment of money) results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, but are not limited to, storms, floods, usually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and inability within reasonable diligence to supply personnel, information or material to the project. In the event that such acts or events occur, it is agreed that both parties shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. The time for performance shall be extended for a period equal to the delay.
19. **INSURANCE:** Consultant shall maintain at its own expense Professional Liability Insurance with limits of \$1,000,000. A certificate can be issued upon request identifying details and limits of coverage.
20. **INDEMNITY:** Client agrees to indemnify, and save harmless Consultant, its agents, employees, and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its agents, employees, and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Consultant agrees to indemnify, and save harmless Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify, and save harmless each other in proportion to their relative degree of fault.
21. **DISPUTE RESOLUTION:** Consultant may in Consultant's sole discretion pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, in the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be subject to mediation in accordance with the mediation rules of the American Arbitration Association or similar Dispute Resolution organization. Mediation in good faith shall be a condition precedent to the institution of legal or equitable proceedings by either party. Once a party files a request for mediation with the other party and with the American Arbitration Association, or similar Dispute Resolution organization, the parties agree to commence such mediation within thirty (30) days of the filing of the request. The costs of such mediation shall be borne equally by both parties. If the dispute is not resolved after such mediation, then the dispute shall be resolved by litigation in a court of competent jurisdiction.
22. **CAPTIONS AND HEADINGS:** The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.
23. **SEVERABILITY:** If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

- 24. **ASSIGNMENT AND SUBCONTRACTS:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.
- 25. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
- 26. **LAW TO APPLY:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the project is located.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

ENTIRE AGREEMENT – This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same.

TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: Hamilton County Engineering Dept.

GEOServices, LLC

BY: _____
(Signature)

BY: 

(Signature)

(Print Name / Title)

Dennis A. Huckaba, P.E. / Principal

DATE: _____

DATE: January 6, 2016

PROPOSAL NUMBER : 14-15104A

Faxed signature to be treated as original signature



Hamilton County Board of Commissioners RESOLUTION

No. 116-33

A RESOLUTION ACCEPTING THE BID OF FORD OF MURFREESBORO FOR MODEL YEAR CONTRACT UNIT PRICING FOR POLICE PURSUIT UTILITY VEHICLES FOR HAMILTON COUNTY 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 model year police pursuit utility vehicles; and,

WHEREAS, the bid from Ford of Murfreesboro amounting to \$26,251.00 was considered to be the lowest and best bid received; and,

WHEREAS, this contract pricing for fleet vehicles will expedite the ordering of County police pursuit utility vehicles; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

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

That the bid of Ford of Murfreesboro for contract unit pricing for police pursuit utility vehicles for Hamilton County is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contacts 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

January 20, 2016

Date

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for contract unit pricing for new and unused, current (2016) model year, marked police pursuit utility vehicles. Vehicles shall be equipped with all standard manufacturers' equipment for the model bid. Any deviations from the specifications shall be provided in detail. Bid pricing must include shipping/delivery to Hamilton County Sheriff's Office, 6233 Dayton Blvd., Hixson, Tennessee 37343. The vehicles shall meet or exceed the following specifications.

BID SUBMISSION REQUIREMENTS:

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on December 18, 2015 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "BID#1215-073: Police Pursuit Utility Vehicles". Any sealed envelope(s) enclosed within this envelope / package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVER/MAILING INSTRUCTIONS

NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid #1215-073: Police Pursuit Utility Vehicles from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

CONTACTS:

Questions concerning product specifications should be directed to the Hamilton County Sheriff's Office, Captain Lynn Triplett at 423-209-8904 (O), 423-443-2566 (C) and/or Sgt. Mark Williams at 423-209-8935 (O), 423-443-2573 (C).

Questions regarding bid procedures should be directed to Linda Chumbler, Hamilton County Purchasing Department, and (423) 209-6350 or lindac@hamiltontn.gov.

I. DETAILED BID SPECIFICATIONS: 2016 Marked Police Pursuit Utility Vehicles

Items found in this section set forth the County’s minimum expectations for the new and unused Police Pursuit Utility Vehicles sought through this bid document. Each item in each of the following categories must be completed. Please respond as instructed. Please indicate to what extent your proposed vehicle meets each of the specifications listed below by placing an “X” in either the “MEETS OR EXCEEDS” or “DOES NOT MEET” column. If your equipment does not meet any specification, please explain using the comments column. All bids are F.O.B. Chattanooga, Tennessee.

Note: *If quoting more than one make/model of vehicle, a separate form must be completed for each vehicle being quoted. All quotes may be returned in one sealed bid envelope.*

MARKED POLICE PURSUIT UTILITY VEHICLES SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Air Bags: Driver side & passenger front and side impact air bags with passive restraint system.			
Air Conditioner: Factory installed system, designed to prevent component damage due to high speed driving.			
Alternator: 170 amp minimum output capacity of heavy-duty design, capable of surviving patrol car operation.			
Antifreeze: Protection to a minimum of -30 degrees F.			
Battery: 12 volt, maintenance free with at least 750 cold cranking amps.			
Bumper: Standard Bumper			
Cigarette Lighter: Located on the instrument panel, wired independently of the ignition system or auxiliary power outlets.			
Cooling System: Maximum available, factory installed, for engine, transmission and power steering.			
Cruise Control: Electronic with set and resume.			
Decals/Emblems: No dealer decals or emblems shall be placed on car.			
Door Locks: Remote keyless entry. Power door lock, controlled from driver’s door with passenger lock out.			
Drive Train: All Wheel Drive or Rear Wheel Drive			
Engine Size: Min 3.5L six (6) or eight (8) cylinder flex-fuel, manufactured and recommended for police package.			

Bid#: 1215-073 – Marked Police Pursuit Utility Vehicles
Hamilton County, Tennessee

MARKED POLICE PURSUIT UTILITY VEHICLES SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Gas Tank: Minimum seventeen (17) gallons			
Gasoline: Vehicle to be delivered with a minimum of ½ tank.			
Gauges: Manufacturer’s police pursuit gauge/indicator package located in instrument panel.			
Glass: All glass shall be heat absorbing (tinted) type, factory installed.			
Headlights: High and low beam composite halogen headlights; no daytime running lights.			
Hood: Inside hood latch release.			
Interior Floor: Interior floor matting will be heavy duty rubber front and rear.			
Key Codes: Ignition and trunk key codes are to be furnished on invoice.			
Keys & Locks: Four (4) sets and two (2) remotes to be furnished with each car, with each unit having different key codes.			
Lights: In addition to the stock interior lighting there will be a large interior dome light with an on/off switch on the light.			
Mirrors: Interior rear view-day/night type, outside left and right hand door remote/electrically controlled.			
Police Radio Noise and Electrical Systems: Will be equipped with noise suppression package, to include factory auxiliary wiring harness.			
Power Seats: Driver’s side power seat. Lumbar control – can be manual.			
Power Windows: Power windows, controlled from driver’s door. Also will have window lock switch at driver control (making rear window inoperable).			
Rear Window Defogger: Required			
Seats & Upholstery: Front bucket with cloth upholstery. Rear seat vinyl. Heavy duty construction designed for rugged police use. Upholstery blue or black in color.			
Speedometer: Calibrated to within +/-3MPH accuracy. Increments of 2 MPH. 0-140 MPH scale minimum, calibrated digital acceptable.			

Bid#: 1215-073 – Marked Police Pursuit Utility Vehicles
Hamilton County, Tennessee

MARKED POLICE PURSUIT UTILITY VEHICLES SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Spotlight: Factory installed on driver’s side.			
Sound System: AM/FM Stereo with clock (factory standard equipment).			
Standard Equipment: All manufacturer’s standard police package equipment			
Steering: Power rack and pinion steering. High Speed Rated.			
Steering Wheel: Tilt with anti-slip surface, factory installed.			
Suspension: Heavy-duty shocks, front and rear. Rated for high speed pursuit. Stabilizer bars front and rear (police package type).			
Theft Deterrent System: Required			
Tires: Speed rated radials or equal. Michigan State Specifications, rated at 147 MPH.			
Tools: Wheel wrench and heavy-duty jack.			
Traction Control: Required			
Transmission: Minimum five (5) speed with manufacturer recommended auxiliary transmission cooler.			
Trunk Mats: Rugged trunk mat offered on police package models.			
Trunk Release: Remote release operational only when the switch is in the (on) position with outside key. Control to be located convenient to driver (not in glove box).			
Vehicle & Body Side Molding Color: All White			
Warranty: Manufacturer’s Warranty must coincide with service date, not delivery date.			
Wheel Base: Minimum 110 inch wheel base. Minimum 195 inch overall length.			
Wheel Covers: Bolt on hubcaps.			
Wheels: 17” with heavy duty construction designed for police use. Compact Spare tire.			
Windshield Wipers: Multiple speed electric w/intermittent speed control.			
Wiring Provisions: Manufacturer’s standard wiring features that comply to the electrical requirements of these specifications accepted.			

Bid#: 1215-073 – Marked Police Pursuit Utility Vehicles
Hamilton County, Tennessee

MARKED POLICE PURSUIT UTILITY VEHICLES SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Pre-delivery Services: A service check of systems required prior to delivery.			
Delivery: Delivery included in bid price. F.O.B Chattanooga, TN.			
Include Manufacturer’s Warranty Information with bid (Basic, Powertrain, etc.)			
Include Manufacturer’s Vehicle Spec Sheet with bid			
Include Terms for Payment with bid			
Fuel Efficiency – Provide city/highway/combined fuel mileage with bid below			

Vehicle Purchase Estimate: 10 to 12 Marked Police Pursuit Utility Vehicles. Note this is just an estimated number of vehicles and the totals will be dependent on pricing received in the bid process.

PRICING: Marked Police Pursuit Utility Vehicles

Use additional spaces if needed for additional models.

DRIVE TRAIN	YEAR/MAKE/MODEL	BASE PRICE PER VEHICLE	FUEL ECONOMY - CITY/HIGHWAY/ COMBINED	DELIVERY TIME
Police Pursuit Utility Vehicles				

BID SUBMITTED BY:

Company Name: _____

Contact Name: _____

Contact Title/Phone: _____

Email Address: _____

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, unless stated otherwise in the bid specifications. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

- 21. DISADVANTAGED BUSINESS PROGRAM:** Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison
Telephone: 423.209.6146
Fax: 423.209.6145
Email: DBE@HamiltonTN.gov

- 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.



Ford of Murfreesboro
 1550 N.W. Broad St., Murfreesboro, Tennessee, 37129
 Office: 888-505-4898

2016 Utility Police Interceptor, Sport Utility
 AWD Base(K8A)

Major Equipment

(Based on selected options, shown at right)

- 3.7L V-6 DOHC w/SMPI 304hp
- 6 speed automatic w/OD
- * 4-wheel ABS
- * Traction control
- * Advance Trac w/Roll Stability Control
- * Tinted glass
- * LED brakelights
- * Dual power remote mirrors
- * 18 x 8 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Rear window defroster
- * Message Center
- * Reclining front bucket seats
- * Audio control on steering wheel

- Exterior:Oxford White
- Interior:Charcoal Black
- * Brake assistance
- * P 245/55R18 BSW AS W-rated tires
- * Air conditioning
- * AM/FM stereo w/seek-scan, single in-dash CD player, MP3 decoder
- * Rear child safety locks
- * Variable intermittent speed-sensitive wipers wipers
- * Dual front airbags
- * Airbag occupancy sensor
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Axle to end of frame: 46.5"

Fuel Economy

City
16 mpg



Hwy
21 mpg

Selected Options

	MSRP
STANDARD VEHICLE PRICE	\$30,930.00
Order Code 500A	N/C
Engine: 3.7L V6 Ti-VCT FFV	Included
Transmission: 6-Speed Automatic	Included
3.65 Axle Ratio	Included
GVWR: 6,300 lbs	Included
Tires: P245/55R18 AS BSW	Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
113" Wheelbase	STD
Monotone Paint Application	STD
Radio: MyFord AM/FM/CD/MP3 Capable	Included
Paint Table : Primary	\$0.00
Oxford White	N/C
Charcoal Black	N/C
Rear-Door Handles Inoperable/Locks Inoperable	\$35.00
Windows - Rear-Window Power Delete	\$25.00

Upfit Options

SUBTOTAL	\$30,990.00
Destination Charge	\$945.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Ford of Murfreesboro
1550 N.W. Broad St., Murfreesboro, Tennessee, 37129
Office: 888-505-4898

2016 Utility Police Interceptor, Sport Utility
AWD Base(K8A)

TOTAL \$31,935.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: Jason McCullough | Date: 12/17/2015 | Price Level: 635



Hamilton County, Tennessee On-Line Bid Administration System

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Solicitation - Log

12/07/2015 8:10 AM Eastern

Solicitation Title: Police Pursuit Utility Vehicles
 Number: 1215-073
 Bids Due: 12/18/2015 10:30:00 AM Eastern
 Status: Open

Visible to Vendors: [Currently Visible](#) | [Hide](#)

Message Summary		Message Detail		Document Detail			
Message Summary		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
12/07/2015 7:55:52AM	Eastern	Linda Chumbler	1215-073 - Police Pursuit Utility Vehicles	Invitation	Please click on the above solicitation number to access bid documents.	192	6

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Please run the attached ad on December 7, 2015, in the legal notices.

LEGAL NOTICE

Bids for contract unit pricing for Police Pursuit Utility Vehicles will be opened at 10:30 AM (ET) on December 18, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



Police Pursuit Utility Vehicle Contract
 December 18, 2015

Sheriff's Department
 10:30 A.M.

Vendors:	Ford of Murfreesboro	Prater Ford	Mtn. View Ford (HC)	AutoNation Ford of Marietta	AutoNation Chevrolet Northpoint	Mtn. View Chevrolet (HC)	Ginn Motor Company
Each Bid Price:	\$26,251.00	\$26,811.74	\$27,800.00	\$29,710.00	\$34,494.00	\$35,124.00	\$35,969.04
Make/Model	2016 Ford Explorer	2016 Ford Explorer	2016 Ford Explorer	2015 Ford Explorer	2016 Chev Tahoe	2016 Chev. Tahoe	2016 Chev. Tahoe
Delivery:	12-14 weeks	12-14 weeks	12-14 weeks	90-160 days	90-120 days	TBA	90-120 days
Terms:	Net 30 ARO	C.O.D.	Net of Del.	Net 29	Net 30	Net on Del.	Net 30

Request For Bids:	
Newspaper Ad:	12/7/2015
Vendor Notification:	192
Vendor Response:	7
Budgeted:	Capital Outlay



Hamilton County Board of Commissioners RESOLUTION

No. 116-34

A RESOLUTION ACCEPTING THE QUOTATION OF DATAWORKS PLUS, LLC FOR SOFTWARE MAINTENANCE AND SUPPORT FOR THE LIVESCAN PLUS SYSTEM AMOUNTING TO \$35,656.00 FOR THE SHERIFF’S OFFICE AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, a quotation was received for software and hardware maintenance and support for the LiveScan Plus Fingerprint and Inmate Identification System from DataWorks Plus, LLC amounting to \$35,656.00 for the Sheriff’s Office; and,

WHEREAS, DataWorks Plus, LLC is the sole vendor that can supply or maintain the software used with the existing systems at the Sheriff’s Office; and,

WHEREAS, the amount of \$35,656.00 is considered economically fair; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

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

That the quotation from DataWorks Plus, LLC for software and hardware support for the LiveScan Plus System amounting to \$35,656.00 for the Sheriff’s Office is hereby accepted and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 20, 2016

Date



DataWorks Plus, LLC.
1168 N. Pleasantburg Dr.
Greenville, SC 29607
864.672.2780
864.672.2787 (fax)

December 22, 2015

Hamilton County Sheriff's Office
Ron Bernard
600 Market Street
Chattanooga, TN 37402

RE: Sole Source Certification

Dear Mr. Bernard:

This letter is to confirm that DataWorks Plus, LLC is the sole vendor that can supply or maintain the software used with the existing systems at the Hamilton County Sheriff's Office. The LiveScan Plus, Digital PhotoManager™, Web Universal™ Retrieve and Capture Software is not accessible to outside sources. DataWorks Plus, LLC owns all rights and Source Code for the LiveScan / SAF-ID and NIST, Digital PhotoManager™ and Web Universal™ Software. This software is specifically designed to provide the integration necessary for the systems to function as needed for the Hamilton County Sheriff's Office.

Please feel free contact me at any time if you have additional questions.

Sincerely,

Lisa Cole
Office Manager
P: 864-672-2780 x1000
F: 864-672-2787
Toll Free: 866-632-2780
www.DataWorksPlus.com
lcole@dataworksplus.com

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

MAINTENANCE AND SUPPORT AGREEMENT

AGENCY: Hamilton County Sheriff's Office
600 Market Street
Chattanooga, TN 37402

Term Effective Start: 8/1/15 End: 7/31/16

PAYMENT TERMS: NET 30

STANDARD SOFTWARE AND HARDWARE SUPPORT: (AMOUNT: \$35,656.00)

- 8 a.m. – 5 p.m. (M-F, Excluding Holidays) 24X7 Telephone Support: 2 Hour Response
- Free Remote SOFTWARE Updates for DataWorks Plus Applications During Normal Business Hours – does not include Operating System
- Remote Dial-In Analysis
- Overnight Shipping for Defective HARDWARE with Remote Installation Assistance

Hardware purchased from DWP Job Number 06-013: *

One (1) CrossMatch Verifier 300
Two (2) Signature Capture Pads (LCD)

Hardware purchased from DWP Job Number 07-074:*

One (1) Signature Capture Pad (LCD)

Hardware purchased from DWP Job Number 10-031: *

Two (2) PhotoManager/LiveScan Plus Capture Stations:

- Dell Precision T3400 (Machine Names: DWTNHML801/DWTNHML802)
- Raid Cards
- PCI-e NIC Cards

Two (2) Livescan Plus 500P Decks with Palm Capability:

- 500P Cradles
- Two (2) Jena Upfit Inserts for 500P

One (1) Cross Match Verifier 300 LC 2.0

- Serial Number: 302U-0037645

One (1) Cogent BlueCheck (BlueTooth) Fingerprint Scanner/USB Charging Cradle

- Serial Number: BC01876

Hardware purchased from DWP Job Number 10-132: *

Two (2) Cogent BlueCheck (BlueTooth) Fingerprint Scanners/USB Charging Cradles

- BC08728
- BC04973

Hardware purchased from DWP Job Number 10-278: *

Three (3) Canon Digital Rebel T1i Camera Kits:

- Canon Digital Rebel T1i Camera
- Canon ACKES Power Supply
- USB A/Mini-B Cables

Two (2) Xerox 4510DT Livescan Printers

- Serial Numbers: ART049438, ART380424

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

Hardware purchased from DWP Job Number 13-00840:

One (1) Dell Precision T3600 Workstation

- Machine Name: DWTNHML803/Service Tag: JKD1CZ1
- 2 x 500GB Hard Drive
- 1 x PERC H310 RAID Controller
- 1 x 4GB RAM
- 2 x NIC
- 1 x 635W Power Supply
- 1 x Firewall
- 1 x 1TB Hard Drive

One (1) Crossmatch LSCAN 500P

- Serial Number: 001003426.I2013

Software:

Digital PhotoManager™ Central Server Software

SAF-ID 1:1/1:N Fingerprint ID / Verification Database (200,000 record license)

WebWorks Universal Plus™ Web Server Software

WebWorks Universal Plus™ (Retrieve & Line-up) Application Software and Licenses:

Fifty (50) Total / Five (5) concurrent users

WebWorks Express & Mobile™ Application Software and Licenses:

Fifty (50) Total / Five (5) concurrent users

NISTWorks Internet Explorer Client – 25 w/ 2 concurrent users

Three (3) LiveScan/ Digital PhotoManager™ Capture Software: 2 w/ 500P's and 1 w/ ID500

Data Interface (receive data from existing CJIS system)

TBI AFIS Interface

JMS Interface

SQL RMS/JMS Interface (Data In and Images Out)

Six (6) SAF-ID 1:1/1:N Fingerprint Identification/Verification Licenses (customer owned hardware)

DWP Edge Device Client Software

*** Hardware marked with * must be upgraded in order to retain coverage.**



1. REPORTING A PROBLEM TO DATAWORKS PLUS:

- 1.1 The **Hamilton County Sheriff's Office** can contact Technical Support using either of the following options:
 - > Toll-free telephone support (**866-632-2780, dial "3" for Customer Support**)
 - > Email: ***support@dataworksplus.com***
 - > Customers can also generate web-based support tickets by visiting:
www.dataworksplus.com/support
- 1.2 The **Hamilton County Sheriff's Office** should use our toll-free number to report problems that require Immediate attention. To expedite the problem, the **Hamilton County Sheriff's Office** needs to have readily available, the machine name or IP address of HARDWARE or SOFTWARE with the problem, the type of SOFTWARE with the issue and a sample record number.

2. DATAWORKS PLUS RESOLUTION PROCESS: (SEE ADDENDUM/EXCLUSIONS)

- 2.1 DATAWORKS PLUS Technical Support Team will open a ticket in our tracking system as acknowledgment of an issue reported to us. The **Hamilton County Sheriff's Office** can request the ticket number for their tracking purposes.
- 2.2 DATAWORKS PLUS Technical Support will connect to the system remotely to determine the problem and resolution.
 - > DATAWORKS PLUS will contact the **Hamilton County Sheriff's Office** upon closure of the ticket.
 - > DATAWORKS PLUS will, at no additional expense to the **Hamilton County Sheriff's Office**, correct any failures of the covered SOFTWARE to meet its specifications.
- 2.3 If the remote site support does not satisfactorily resolve the problem, DATAWORKS PLUS may choose to send a qualified technician to your site to correct the problem. The decision to send a technician onsite will be at the sole discretion of DATAWORKS PLUS and will be done at no additional expense to the **Hamilton County Sheriff's Office**.

3. DATAWORKS PLUS RESPONSIBILITIES TO SOFTWARE:

- 3.1 DATAWORKS PLUS will, at no additional expense to the **Hamilton County Sheriff's Office**, provide all enhancements, additions and updates to the SOFTWARE. The **Hamilton County Sheriff's Office** can contact our Technical Support team to schedule SOFTWARE updates for any SOFTWARE purchased from DATAWORKS PLUS. All SOFTWARE updates should be scheduled during normal business hours. Fees for non-business hours updates can be provided as needed.
 - ✓ DATAWORKS PLUS warrants that its products are free from viruses. Any virus introduced to the **Hamilton County Sheriff's Office's** system by DATAWORKS PLUS will be remedied at the sole expense of DATAWORKS PLUS.

4. Hamilton County Sheriff's Office'S RESPONSIBILITIES:

- 4.1 Maintenance does not cover virus protection or system failure due to virus infection. The on-site system administrator is responsible for Operating System updates and Anti-virus SOFTWARE updates.



The **Hamilton County Sheriff's Office** will be responsible for any damage or failure caused by a computer virus. In the event that a system becomes infected and the **Hamilton County Sheriff's Office** requires assistance, DATAWORKS PLUS will assist the **Hamilton County Sheriff's Office** on a time and materials basis. Systems that have been infected can contact DATAWORKS PLUS to assist with rebuilds after they have completed a complete virus scan and malware scan of the system.

- 4.2 However, the **Hamilton County Sheriff's Office** can, at no additional expense, contact our technical support team for assistance in setting the proper exclusions for anti-virus solutions provided by the **Hamilton County Sheriff's Office**.
- 4.3 The **Hamilton County Sheriff's Office** is responsible for providing a backup solution and ensuring that backups are being conducted. The **Hamilton County Sheriff's Office** can, at no additional expense, contact DATAWORKS PLUS support to configure SQL backups to disk or USB drive. DATAWORKS PLUS encourages customers to provide a 3rd party backup solution.

5. DATAWORKS PLUS HARDWARE RESPONSIBILITIES: (The section below relates to HARDWARE listed on this contract that is covered by DATAWORKS PLUS)

- 5.1 DATAWORKS PLUS will, at no additional expense to the **Hamilton County Sheriff's Office**, repair or replace any piece of covered HARDWARE that malfunctions due to normal wear and tear based on manufacturer specifications at the time of purchase. This does not cover HARDWARE malfunctions due to acts of God, abusive damage or accidents, or HARDWARE/HARDWARE components replaced at the discretion of the **Hamilton County Sheriff's Office**.
- 5.2 This contract does not include consumable items such as (but not limited to) batteries, printer paper, printer ribbons, toner, photographic paper, print heads, magnetic tapes, or transfer ribbons for printers. This applies only to customers who have purchased printers from DATAWORKS PLUS and those printers are under a current support agreement.
- 5.3 DATAWORKS PLUS reserves the right to replace any piece of covered HARDWARE with the same or comparable model if the existing model is no longer available. The decision to replace HARDWARE is at the sole discretion of DATAWORKS PLUS.
- 5.4 DATAWORKS PLUS reserves the right to discontinue coverage for printers that become "general use" printers, instead of printers used exclusively for DATAWORKS PLUS applications. In this event, DATAWORKS PLUS will honor the terms in this agreement but may discontinue coverage upon contract renewal.
- 5.5 DATAWORKS PLUS will, at no additional expense to the **Hamilton County Sheriff's Office**, provide next-day delivery (except Sundays and Holidays, in which case, delivery will be scheduled for the next business day) of a replacement unit for any piece of covered HARDWARE that malfunctions due to normal wear and tear. DATAWORKS PLUS will provide next-day delivery by UPS Red Label, FedEx Priority Overnight, or a similar service. Replacement units will be loaned to the **Hamilton County Sheriff's Office** until DATAWORKS PLUS has repaired the failed unit or until DATAWORKS PLUS makes the decision to provide a permanent replacement.
- 5.6 DATAWORKS PLUS will provide telephone assistance for connectivity for defective HARDWARE listed below: Camera equipment, scanner sets, keyboards, external disk drives, monitors, mice.

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

5.7 DATAWORKS PLUS will, at no additional expense to the **Hamilton County Sheriff's Office**, provide all computer-related and firmware updates as deemed necessary, for all computer equipment purchased from DATAWORKS PLUS and all DATAWORKS PLUS SOFTWARE applications. Additional charges may apply for firmware upgrade for mobile devices.

6. CONNECTIVITY:

6.1 DATAWORKS PLUS will provide upon request, at no additional expense to the **Hamilton County Sheriff's Office**, one USB modem, modem SOFTWARE, and remote connectivity SOFTWARE (such as VNC or Remote Desktop) necessary to provide remote site support. The **Hamilton County Sheriff's Office** is responsible for providing a VPN or direct-inward-dial telephone line. DATAWORKS PLUS is not responsible for any annual or monthly SOFTWARE fees for connectivity purposes.

7. ADDITIONAL TRAINING:

7.1 Upon request, DATAWORKS PLUS will provide a 30% discount on refresher training to the **Hamilton County Sheriff's Office**. Quotes for training can be obtained by contacting Deanna Allen, Director of Technical Support, at 866 632 2780 x 6731.

8. ASSISTANCE BEYOND THE SCOPE OF THIS CONTRACT:

8.1 Additional engineering and support efforts by DATAWORKS PLUS, beyond the scope of this agreement, may be charged as follows. This may include any related travel and administrative expenses.

BILLABLE RATES

(Outside the scope of a current Maintenance and Support Agreement)

8 a.m. – 5 p.m. (M-F, local time)	\$180 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday and Holidays	\$260 per hour, 2 hours minimum charge

9. CONTRACT CANCELLATION:

9.1 The **Hamilton County Sheriff's Office** through written notification to DATAWORKS PLUS may cancel this maintenance/support agreement. Any unused portion of the maintenance/support costs listed on this contract will be refunded to the **Hamilton County Sheriff's Office** at a pro-rated amount.

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

****See Addendums A and B for information on moving SOFTWARE licenses to new HARDWARE and Non-Maintenance Time and Materials Rates.**

If your Agency requires the CJIS security addendum documentation for our support staff, please contact Jessica Mensing and this will be sent at the earliest.

DATAWORKS PLUS

Hamilton County Sheriff's Office

Federal ID: 57-1104887

Name: Jessica Mensing

Name: _____

Jessica Mensing

Signature: _____

Signature: _____

Title: _____

Date: March 27, 2015

Date: _____

Invoice: TBD

PO#: _____

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

ADDENDUM A

Occasionally, customers have a need to move our SOFTWARE licenses to new HARDWARE, either due to HARDWARE failure or simply as a HARDWARE upgrade. DATAWORKS PLUS considers application upgrades as a part of our standard maintenance plan. However, system moves are not covered under the plan. Customer should contact DATAWORKS PLUS for pricing for system moves. Customers who need to move SOFTWARE/databases to new HARDWARE will need to do the following:

1. Contact DATAWORKS PLUS at **866.632.2780 x6731** for pricing and scheduling;
 2. Provide DATAWORKS PLUS with an equivalent HARDWARE solution as the original HARDWARE, with any SOFTWARE installed that was originally installed by the Agency;
 3. Provide VPN access to the new system and the old system simultaneously until the move is complete;
 4. Provide access to system backups and logs.
 5. DATAWORKS PLUS understands that some Agencies prefer to handle application license moves to customer owned HARDWARE without DATAWORKS PLUS assistance. In this instance, it is the Agencies responsibility to notify DATAWORKS PLUS so that maintenance coverage will continue for the license(s). The following information should be given to DATAWORKS PLUS to update license information on the maintenance record:
 - Previous machine name and IP
 - New machine name and IP
- DATAWORKS PLUS is not responsible for providing on-site assistance in the event of customer provided hardware failure.
- DATAWORKS PLUS is not responsible for engineering/development work to reconstruct corrupt databases due to customer-provided hardware failure, or failure due to viruses/malware.
- Customers who wish to schedule license moves and/or hardware upgrades may contact DATAWORKS PLUS for fees and scheduling.
- Customers may contact us for pricing for a maintenance uplift plan that includes software license moves.
- Our standard rates of \$180 per hour, 2 hour minimum, will apply for any installation or deployment related support issues after the initial training and installation for Kiosk.

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

ADDENDUM B- REFERENCE ONLY

**DATAWORKS PLUS
Non-Customer Time and Materials Information Sheet**

DATAWORKS PLUS regrets that your Agency will no longer continue with a standard maintenance contract and hope to work with you as a regular maintenance customer in the future. To assist you during this time, please review the following "Time and Materials" procedures listed below:

- If technical assistance is needed, please contact DATAWORKS PLUS at 866.632.2780 x 3. The rate for T&M customers is as follows:

**BILLABLE RATES
(Without a Maintenance and Support Agreement)**

8 a.m. – 5 p.m. (M-F, local time)	\$225 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday and Holidays	\$450 per hour, 2 hours minimum charge

- DATAWORKS PLUS will open a ticket for your Agency but will need a purchase order before proceeding. Typically, this purchase order will be for the two-hour minimum listed above.
- Upon receipt of the purchase order, our technicians will connect to your site to determine the cause of the problem and an estimate of time for resolution.
- If the problem can be resolved during the two-hour minimum time-frame listed in the purchase order, we will proceed with the repair. DATAWORKS PLUS support technicians will contact your Agency before going above the time limit issued by your Agency.
- If the problem requires HARDWARE to resolve, DATAWORKS PLUS will issue your Agency a quote for the HARDWARE separately, provided the HARDWARE is not listed as obsolete by DATAWORKS PLUS. T&M agencies are responsible for shipping costs for the replacement HARDWARE.
- Upon closure of the ticket, DATAWORKS PLUS will issue an invoice with the purchase order given at the time of the initial call. Please note that agencies with current maintenance contracts will get priority in our support tracking system. However, we are happy to give agencies a time-frame for resolution.
- DATAWORKS PLUS does not provide on-site support for non-maintenance customers.
- DATAWORKS PLUS does not provide SOFTWARE upgrades for non-maintenance customers.

It is our desire to assist agencies in a timely fashion and to the satisfaction of those agencies. Please sign and return this letter along with your PO as acknowledgement to this agreement.

Agency Name: _____

Name: _____

Signature: _____

Title: _____

Date: _____

PO#: _____



DataWorks Plus LLC

P.O. Box 5340 (29606)
728 N. Pleasantburg Drive
Greenville, SC 29607

P: (864) 672-2780

F: (864) 672-2787

FEIN: 57-1104887

Invoice	
Date	Invoice #
12/22/2015	15-1041

PR 24209

Bill To
Hamilton County Accounting 123 E. 7th Street Chattanooga, TN 37402

Ship To
Hamilton County Sheriff's Office Administration 600 Market Street Chattanooga, TN 37402

P.O. No.	Terms	Due Date
Contract	Net 30	1/21/2016
Qty	Rate	Amount
	35,656.00	35,656.00

Description
Maintenance Fee: SW&HW, 24X7 Telephone Support – 8X5 Onsite (M-F, excluding Holidays) Term: 8/1/15 - 7/31/16

ORIGINAL - THANK YOU!

Total	\$35,656.00
Payments/Credits	\$0.00
Balance Due	\$35,656.00

Thank you for your business!

www.DataWorksPlus.com



Hamilton County Board of Commissioners RESOLUTION

No. 116-35

A RESOLUTION ACCEPTING A STATE OF TENNESSEE, GOVERNOR’S HIGHWAY SAFETY OFFICE GRANT FOR THE “REMOVE INTOXICATED AND IMPAIRED DRIVERS” PROJECT WITH A TERM ENDING SEPTEMBER 30, 2016 AND AMENDING THE SHERIFF’S OFFICE OPERATING BUDGET BY ADDING \$74,997 TO REVENUES AND EXPENDITURES.

WHEREAS, the Governor’s Highway Safety Office has awarded the Sheriff’s Office a grant, via federal funding, with a project titled “Remove Intoxicated and Impaired Drivers”, in the amount of \$74,997; and,

WHEREAS, these grant funds will be used on overtime for saturation patrols on roadways to identify and cite “Driving Under the Influence (DUI) and Impaired Drivers” offenders; and,

WHEREAS, this project will commence immediately and will have an ending date of September 30, 2016; and,

WHEREAS, funding for this grant will be used to pay for overtime and related benefits and supplies; and

WHEREAS, no local match is required by Hamilton County, nor the Sheriff’s Office.

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

A RESOLUTION ACCEPTING A STATE OF TENNESSEE, GOVERNOR’S HIGHWAY SAFETY OFFICE GRANT FOR THE “REMOVE INTOXICATED AND IMPAIRED DRIVERS” PROJECT WITH A TERM ENDING SEPTEMBER 30, 2016 AND AMENDING THE SHERIFF’S OFFICE OPERATING BUDGET BY ADDING \$74,997 TO REVENUES AND EXPENDITURES.

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

January 20, 2016

Date



Hamilton County Board of Commissioners RESOLUTION

No. 116-36

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO A CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY AND HAMILTON COUNTY IN THE AMOUNT OF \$ 150,500 (ONE HUNDRED AND FIFTY THOUSAND AND FIVE HUNDRED DOLLARS).

WHEREAS, the Hamilton County Emergency Services performs many varied duties relating to the responsibilities connected with said office as designated by the Tennessee Emergency Management Agency; and,

WHEREAS, the Tennessee Emergency Management Agency agrees to reimburse on a 50% (fifty percent) basis, the Hamilton County Emergency Service's cost of operating and maintaining its emergency management program, subject to the availability of funds under the Emergency Management Performance Grant (EMPG) allocation from Region IV, Federal Emergency Management Agency (FEMA); and,

WHEREAS, in accordance with the aforementioned obligation, in no event shall the liability for the State under the contract exceed \$150,500 (one hundred and fifty thousand and five hundred dollars) to be paid in accordance with paragraph C, Payment Terms and Conditions, being subject to amendment upon written approval by the State; and,

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

That the County Mayor of Hamilton County is hereby authorized to enter into said contract with the Tennessee Emergency management Agency with a period 10/01/2014 to 06/30/2016 in the amount of \$150,500 (one hundred and fifty thousand and five hundred dollars) and is hereby authorized to affix signature to said contract.

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

January 20, 2016

Date



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 10/01/2014	End Date 06/30/2016	Agency Tracking # 34101-13816	Edison ID		
Grantee Legal Entity Name HAMILTON COUNTY				Edison Vendor ID 4208	
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 97.042			
		Grantee's fiscal year end June 30th			
Service Caption (one line only) EMERGENCY MANAGEMENT PERFORMANCE GRANT FEDERAL FISCAL YEAR 2015					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2016		150,500.00			150,500.00
TOTAL:		150,500.00			150,500.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection					
<p>This contract is in the best interest of the State. It is in accordance with the Federal Emergency Management Agency, Emergency Management Performance Grant Program, established by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. § 5121 et seq.), to provide grant funding to assist state emergency management agencies and local emergency management agencies in obtaining the resources required to support the National Preparedness Goal's associated Mission Areas and Core Capabilities. This grant increases the State and local effectiveness by providing the necessary direction, coordination, guidance, and assistance as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards. The Grants are open to all local governments, state agencies, tribal and territorial governments as authorized by Section 662 of the Post Katrina Emergency Management Reform Act (6 U.S.C. § 762) This contract was negotiated with a local governmental entity which follows the state and local procurement laws, federal government Office of Management and Budget (A-87, Principles for State, Local, and Indian Tribal Governments), and in accordance with the Code of Federal Regulations 44.13.36 for procurement.</p>					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional) 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
HAMILTON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Hamilton County, hereinafter referred to as the "Grantee," is for the provision of pass-through funding to subsidize emergency management, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Each Grant will be in accordance with items outlined in Tennessee Code Annotated (TCA) 58-2-110; et al., the Program Worksheet (PW) as approved by the appropriate Regional Director (RD) of the Tennessee Emergency Management Agency (TEMA) and in coordination with the Department of Homeland Security, Office of Domestic Preparedness, Federal Emergency Management Agency (FEMA) and the local Emergency Management Agency (EMA).
- A.3. Each Grant will incorporate the PW as a part of Attachment 2.
- A.4. Incorporation of Additional Documents. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, the following documents, incorporated by reference or attachment, shall govern in order of precedence as detailed below.
- a. this Grant Contract and all of its attachments and exhibits, excluding the documents listed at b. and c., below;
 - b. the associated grant proposal solicitation, if any, along with any associated amendments; and
 - c. the Grantee's proposal (Attachment 2) incorporated hereto as additional description of the scope of services requirements.
- A.5. The Federal Award Identification Worksheet shall be included as a part of this grant contract and designated as Attachment 3.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 1, 2014 ("Effective Date") and extend for a period of twenty-one (21) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed one hundred fifty thousand, five hundred dollars and 00/100 (\$150,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are

not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices 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:

Tennessee Emergency Management Agency
EMPG Program
3041 Sidco Drive
Nashville, TN 37204

- 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 Military, Tennessee Emergency Management Agency.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget

and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-item amounts.

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

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Bill Worth, Director
East TN Region
803 N. Concord St.
Knoxville, TN 37919
bworth@tnema.org
Phone #: (865) 594-5664

Chris Johnson, Director
Middle TN Region
3041 Sidco Drive
Nashville, TN 37204
cjohnson@tnema.org
Phone #: (615) 741-7342

Jane Waldrop, Director
West TN Region
1510 R. E. Bailey Bypass
Jackson, TN 38302
jwaldrop@tnema.org
Phone #: (731) 422-3300

FAX #: (865) 594-5668

FAX #: (615) 741-0498

FAX #: (731) 423-6621

The Grantee:

Jim Coppinger, County Mayor
 Hamilton County
 625 Georgia Avenue, Courthouse Room 208
 Chattanooga, TN 37402
jcoppinger@hamiltontn.gov
 Telephone #: (423) 209-6105
 FAX #: (423) 209-6101

Point of Contact:

Tony Reavley, Director
 Hamilton County Emergency Services
 317 Oak Street, Suite 302
 Chattanooga, TN 37403
treavley@hamiltontn.gov
 Telephone #: (423) 209-6900
 FAX #: (423) 209-6901

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 4 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 4 shall complete Attachment 5. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event

continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601—608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the

State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive

jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

- E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant 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.

E.7. Compliance With National Incident Management System (NIMS). The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the NIMS Implementation yearly survey.

IN WITNESS WHEREOF,

HAMILTON COUNTY:

GRANTEE SIGNATURE	DATE
JIM COPPINGER, COUNTY MAYOR	

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

MG TERRY M. HASTON, THE ADJUTANT GENERAL,	DATE
MILITARY DEPARTMENT	

I certify that this entity meets Civil Rights Title VI compliance.

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

ATTACHMENT 1

GRANT BUDGET				
GRANTEE NAME: HAMILTON COUNTY EMERGENCY MANAGEMENT PERFORMANCE GRANT 2015				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: 10/01/2014				
END: 06/30/2016				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4. 15	Professional Fee, Grant & Award ²	150,500.00	150,500.00	301,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	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 <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	GRAND TOTAL	150,500.00	150,500.00	301,000.00

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

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

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

ATTACHMENT 1**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FUNDING OF TRAINING, EXERCISES, PLANNING, MANAGEMENT & ADMINISTRATION AND EQUIPMENT PURCHASES ALLOWABLE UNDER THE FFY 2015 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM	150,500.00
TOTAL	150,500.00



2015 Program Worksheet

HAMILTON County

<i>Task/Program Elements</i>	<i>Projected Quarter Completion</i>
EMAP STANDARD 3.1 – Program Administration, Plans & Evaluation	
<ul style="list-style-type: none"> • Review Basic Emergency Operations Plan annually and update as required. • Annual Program Worksheet is completed and signed by County Emergency Management Director. 	4 th Quarter 1 st Quarter
EMAP STANDARD 3.2 – Program Coordinator	
<ul style="list-style-type: none"> • Current letter of appointment is on file with TEMA. • Director or designee will attend regional directors' meetings 	1 st Quarter On Occurrence
EMAP STANDARD 3.3 – Advisory Committee	
<ul style="list-style-type: none"> • EM Advisory Committee meet on a regular basis and includes the “whole community” approach to EM. (if applicable) 	On Occurrence
EMAP STANDARD 4.1 – Administration and Finance	
<ul style="list-style-type: none"> • Submit Staffing Pattern and Salary and Benefits form to the regional office with a letter from County Mayor requesting EMPG funding for the next FFY by 30 June. • Ensure all files relating to emergency management funding and activities are current and open for review. • Submit Quarterly Activity Reports by the 15th day of each new federal fiscal quarter to the Regional Office. • Submit quarterly Funding Certification with supporting documentation by the 15th day of each new federal fiscal quarter to the Regional Office. 	3 rd Quarter Quarterly Quarterly Quarterly
EMAP STANDARD 4.2 – Laws and Authorities	
<ul style="list-style-type: none"> • Review the Local Ordinance/Executive Order that established the Local EMA Office and up-date the document as needed to remain in compliance with the TCA, Title 58-Chapter 2, Part 1 (Disasters, Emergencies and Civil Defense.) 	1 st Quarter
EMAP STANDARD 4.3 – Hazard Identification & Risk Assessment	
<ul style="list-style-type: none"> • Review the counties Hazard and Vulnerability Assessment and make adjustments as needed. 	3 rd Quarter
EMAP STANDARD 4.4 – Hazard Mitigation	
<ul style="list-style-type: none"> • Review and update Hazard Mitigation Plan as needed/required 	3 rd Quarter
EMAP STANDARD 4.5 – Prevention and Security	
<ul style="list-style-type: none"> ▪ Included in 4.3 & 4.4 ▪ Be an active member of the Homeland Security District; attend meetings and insure the county is meeting district goals and objectives. 	Quarterly Quarterly
EMAP STANDARD 4.6 – Planning	
<ul style="list-style-type: none"> • Review and update Annex and ESFs to the BEOP as required 	4 th Quarter



2015 Program Worksheet

HAMILTON County

<ul style="list-style-type: none"> Attend LEPC meetings and provide a copy of each LEPC meeting minutes to the Regional Office 	On Occurrence
EMAP STANDARD 4.7 – Incident Management	
<ul style="list-style-type: none"> Report all incidents and missions to the SEOC and/or regional office in a timely manner. Note mission and incident and other EM activities in the quarterly report. Utilize TEMA's WebEOC as a disaster management/information tool 	On Occurrence Quarterly On occurrence
EMAP STANDARD 4.8 – Resource Management and Logistics	
<ul style="list-style-type: none"> Develop/update Resource management SOG for the County 	1 st Quarter
EMAP STANDARD 4.9 – Mutual Aid	
<ul style="list-style-type: none"> Review Established procedures for requesting and receiving Mutual Aid Resources based on the Emergency Management Support Team (EMST) Concept. EMD will work toward completing EMST Training 	4 th Quarter 4 th Quarter
EMAP STANDARD 4.10 – Communications and Warning	
<ul style="list-style-type: none"> Test local communications and warning systems on a regular basis. Develop/review ICS 205 for interoperable communication between the county EOC and TEMA. Establish connectivity with Tennessee Early Warning Advisory System (TEWAS) to the 24-hour warning point and check monthly. Update key elected and appointed officials contact list using state provided format on a quarterly basis. 	Monthly 3 rd Quarter Monthly Quarterly
EMAP STANDARD 4.11 – Operations and Procedures	
<ul style="list-style-type: none"> Ensure operational checks are performed on all assigned radiological detection equipment. Review and update operational checklist for EOC activation. Review and update operational checklists for CRP and POD operations 	Quarterly 2 nd Quarter 2 nd Quarter
EMAP STANDARD 4.12 – Facilities	
<ul style="list-style-type: none"> The program has a primary and alternate facility identified and capable of coordinating and supporting sustained response and recovery operations. 	1 st Quarter
EMAP STANDARD 4.13 – Training	
<ul style="list-style-type: none"> Develop a Multi-Year Training Plan (2 year) Complete the annual NIMS reporting tool as required Maintain records on NIMS requirements and encourage all agencies to meet the training objectives. Demonstrate a good faith effort in coordinating and conducting required NIMS training for EM personnel in accordance with NIMS recommendations 	4 th Quarter 1 st Quarter Quarterly 3 rd Quarter



2015 Program Worksheet

HAMILTON County

<ul style="list-style-type: none"> • Coordinate and conduct specialty, hazardous materials and general emergency management training for the jurisdiction's response personnel. • Director or designee attend the TEMA/EMAT Annual Training Workshop • Complete WebEOC Training • Complete Damage Assessment/Initial Impact Assessment Training • Emergency Management Director and paid staff receiving EMPG funding must complete the Independent Study Professional Development Series courses and complete the basic NIMS training as required. 	<p>As required</p> <p>4th Quarter</p> <p>2nd Quarter 2nd Quarter</p> <p>Quarterly</p>
EMAP STANDARD 4.14 – Exercises, Evaluations and Corrective Actions	
<ul style="list-style-type: none"> • Complete/update the multi-year exercise plan based on local hazards. • EMPG funded positions will participate in a minimum of 3 exercises and submit required documentation as required by EMPG Guidance • Activate the Local EOC for participation in the annual communications exercise in conjunction with Severe Weather Awareness Week. • TEMA's Exercise Report Form will be used for exercise reporting. (An actual occurrence may NOT be substituted for an exercise.) 	<p>4th Quarter</p> <p>Quarterly</p> <p>2nd Quarter</p> <p>On Occurrence</p>
EMAP STANDARD 4.15 – Crisis Communications, Public Education and Information	
<ul style="list-style-type: none"> • Provide public education, information programs and presentations that provide education and information through the whole cycle of emergency management: preparedness, response, recovery and mitigation. 	<p>As requested</p>

TONY REAVLEY
Print Local Director

Tony Reavley
Signature

11/20/2014
Date

CHARLES P. HALL
Print Area Coordinator

Charles P. Hall
Signature

11/20/14
Date

William S. Worth
Print Regional Director

W S Worth
Signature

9/20/15
Date Approved

ATTACHMENT 3

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Hamilton County
Subrecipient's DUNS number	806990040
Federal Award Identification Number (FAIN)	EMW-2015-EP-00012
Federal award date	06/26/2015
CFDA number and name	97.042
Grant contract's begin date	10/1/2014
Grant contract's end date	06/30/2016
Amount of federal funds obligated by this grant contract	\$150,500.00
Total amount of federal funds obligated to the subrecipient	Consolidated data not available
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$6,886,039.00
Name of federal awarding agency	U.S. Department of Homeland Security
Name and contact information for the federal awarding official	Steven Denham, Assistance Officer FEMA Region IV 3003 Chamblee Tucker Road Atlanta, GA 30341
Is the federal award for research and development?	NO
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT 4

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State during the Grantee's fiscal year.***

- Hamilton County is subject to an audit for fiscal year 2016.
- Hamilton County is not subject to an audit for fiscal year 2016.

Any Grantee that is subject to an audit must complete the information below.

Grantee's Edison Vendor ID Number: 4208

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds a. Funds passed through the State of Tennessee b. Funds passed through any other entity	a. b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

ATTACHMENT 5

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.**

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4208

Is Hamilton County a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Hamilton County a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____



Hamilton County Board of Commissioners RESOLUTION

No. 116-37

A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF DECEMBER 1, 2015, THROUGH DECEMBER 31, 2015, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, the Purchasing Department was authorized to make purchases of petroleum products on the open market; and,

WHEREAS, the following purchases were made between December 1, 2015, through December 31, 2015.

December 1, 2015, \$921.62 for 215 gallons of regular unleaded gasoline at 1.99005 per gallon and 250 gallons of diesel fuel at 1.97505 per gallon from Jat Oil and Supply, Inc.

December 1, 2015, \$10,727.22 for 8,488 gallons of E10 gasoline at 1.26381 per gallon from Jat Oil and Supply, Inc.

December 7, 2015, \$9,579.12 for 8,016 gallons of E10 gasoline at 1.1950 per gallon from Sweetwater Valley Oil Company, Inc.

December 10, 2015, \$8,737.12 for 7,287 gallons of diesel fuel at 1.199001 per gallon from Jat Oil and Supply, Inc.

December 11, 2015, \$200.01 for 50 gallons of regular unleaded gasoline at 2.1704 per gallon and 51 gallons of diesel fuel at 1.7939 per gallon from Sweetwater Valley Oil Company, Inc.

December 11, 2015, \$3,093.80 for 1,996 gallons of regular unleaded gasoline at 1.5500 per gallon from Jat Oil and Supply, Inc.

December 16, 2015, \$1,821.29 for 1,215 gallons of regular unleaded gasoline at 1.4990 per gallon from Jat Oil and Supply, Inc.

December 16, 2015, \$8,691.08 for 8,008 gallons of diesel fuel at 1.0853 per gallon from Sweetwater Valley Oil Company, Inc.

December 16, 2015, \$10,461.58 for 8,824 gallons of E10 gasoline at 1.185583 per gallon from Lykins Energy Solutions.

December 22, 2015, \$1,011.40 for 698 gallons of regular unleaded gasoline at 1.4490 per gallon from Collins Oil Company, Inc..

December 28, 2015, \$10,061.60 for 8,485 gallons of E10 gasoline at 1.18581 per gallon from Jat Oil and Supply, Inc.

December 30, 2015, \$10,108.32 for 8,439 gallons of E10 gasoline at 1.19781 per gallon from Jat Oil and Supply, Inc.

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

That the above purchases be ratified in the best interest of Hamilton County, and the County Mayor is authorized 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

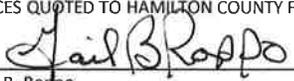
January 20, 2016

Date

Date: 12/1/2015 12/1/2015 12/7/2015 12/10/2015 12/11/2015 12/11/2015 12/16/2015 12/16/2015 12/16/2015 12/22/2015 12/28/2015 12/30/2015
 Location Walden's Ridge Silverdale White Oak Sheriff's Sub-Station Mowbray VFD Maintenance Riverpark Silverdale Sheriff's Sub-Station ESNP White Oak Career Lane

	Gasoline	2.1414				2.1704	1.5799	1.5207			1.5579		
Sweetwater (HC)	E-10 Gasoline		1.2829	1.1950						1.2224		1.2500	1.2438
	Diesel	1.9265			1.2729	1.7939			1.0853				
	Bio Diesel												
Jat Oil (HC)	Gasoline	1.99005				1.9900	1.5500	1.4990			1.4590		
	E-10 Gasoline		1.26381	1.1960						1.1980		1.18581	1.19781
	Diesel	1.97505			1.199001	2.0900			1.0970				
Collins Oil	Bio Diesel												
	Gasoline	no quote				no quote	1.5890	1.5190			1.4490		
	E-10 Gasoline		1.3150	1.2490						1.2375		1.2190	no quote
Mansfield	Diesel	no quote			1.2425	no quote			1.0950				
	Bio Diesel												
	Gasoline	no quote				no quote	no quote	no quote			no quote		
Rogers Petroleum	E-10 Gasoline		1.2862	1.2192						1.2152		1.1912	1.2197
	Diesel	no quote			1.2220	no quote			1.1001				
	Bio Diesel												
Parman (HC)	Gasoline	no quote				no quote	no quote	no quote			no quote		
	E-10 Gasoline		no quote	no quote						no quote		no quote	no quote
	Diesel	no quote			no quote	no quote			no quote				
Pilot Travel	Bio Diesel												
	Gasoline	no quote				no quote	1.6933	2.3400			no quote		
	E-10 Gasoline		1.3346	1.2876						1.2271		1.2296	1.2471
Lykins Energy	Diesel	no quote			1.2085	no quote			1.0909				
	Bio Diesel												
	Gasoline	no quote				no quote	no quote	no quote			no quote		
	E-10 Gasoline		1.2863	1.2528						1.185583		1.2182	1.2129
	Diesel	no quote			1.2201	no quote			1.0924				
	Bio Diesel												

I HEREBY CERTIFY THAT THE PRICES ARE A TRUE AND ACCURATE ACCOUNT OF GASOLINE AND DIESEL FUEL PRICES QUOTED TO HAMILTON COUNTY FOR THE PERIOD OF DECEMBER 1, 2015, THROUGH DECEMBER 31, 2015.


 Gail B. Roppo
 Director of Purchasing

Unleaded Gasoline	December 2015	YTD
Gallons Purchased	4,174	23,167
Total Cost	\$6,462.87	\$41,189.81
Average Cost/Gallon	\$1.5484	\$1.7780
E-10		
Gallons Purchased	42,252	238,459
Total Cost	\$50,937.84	\$342,049.84
Average Cost/Gallon	\$1.2056	\$1.4344
Diesel		
Gallons Purchased	15,596	119,994
Total Cost	\$18,013.45	\$185,465.13
Average Cost/Gallon	\$1.1550	\$1.5456
Bio Diesel		
Gallons Purchased		
Total Cost		
Average Cost/Gallon		



Hamilton County Board of Commissioners

RESOLUTION

No. 116-38

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO RENEW THE AGREEMENT WITH THE STATE OF TENNESSEE ON BEHALF OF THE TENNESSEE BUREAU OF INVESTIGATION FOR HAMILTON COUNTY INFORMATION TECHNOLOGY SERVICES AND HAMILTON COUNTY GEOGRAPHIC INFORMATION SYSTEMS TO PROVIDE PROFESSIONAL SERVICES THROUGHOUT CALENDAR YEAR 2016 IN SUPPORT AND DEVELOPMENT OF SOFTWARE FOR THE TENNESSEE BUREAU OF INVESTIGATION NOT TO EXCEED \$275,000, AND TO AMEND THE GENERAL FUND REVENUE AND EXPENDITURE BUDGETS BY \$275,000.

WHEREAS, the Hamilton County Information Technology Services (ITS) department and Hamilton County Geographic Information Systems (GIS) department have developed and maintain a software system and database that is used by the Tennessee Bureau of Investigation (TBI) for certain work in the drug enforcement area; and

WHEREAS, in order not to interrupt the operation of this TBI information system within the State of Tennessee, an agreement between Hamilton County and the State of Tennessee was implemented in 2005; and

WHEREAS, this agreement provides for the work performed by the ITS and GIS departments to be done in a manner so as not to interfere with the work these two Hamilton County departments do in support of Hamilton County; and

WHEREAS, pursuant to this agreement, the State of Tennessee will repay Hamilton County for all costs incurred during the calendar year 2016 in the continued development, support and management of the TBI information system in an amount not to exceed \$275,000; and

WHEREAS, the cost and revenues of continued support and management of this TBI information system is not included in the fiscal year 2016 operating budget; and

WHEREAS, this county legislative body deems Hamilton County's participation in this work and in the funding of the TBI information system to be vital and in the best interest of its citizens.

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

That the County Mayor is hereby authorized to renew the agreement with the State of Tennessee on behalf of the Tennessee Bureau of Investigation for Hamilton County Information Technology Services and Hamilton County Geographic Information Systems to provide professional services throughout calendar year 2016 in support and development of this TBI Information System not to exceed \$275,000 and that the general fund revenue and expenditure budgets are amended by the same amount.

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

January 20, 2016

Date



CONTRACT

(fee-for-service contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date January 1, 2016	End Date December 31, 2016	Agency Tracking # -	Edison Record ID
Contractor Legal Entity Name Hamilton County Tennessee			Edison Vendor ID 4208

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	CFDA #
--	---------------

Service Caption (one line only)
Provision for technical services for the Tennessee Dangerous Drug Task Force

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
TOTAL:					

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

<p>Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p>	<p>OCR USE - GU</p>
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Speed Chart (optional)	Account Code (optional)
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE BUREAU OF INVESTIGATION
AND
HAMILTON COUNTY, TENNESSEE**

This Contract, by and between the State of Tennessee, Tennessee Bureau of Investigation, hereinafter referred to as the "State" and Hamilton County, Tennessee, hereinafter referred to as the "Contractor," is for the provision of technical services and supplies for the Tennessee Dangerous Drug Task Force, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 4208

A. SCOPE OF SERVICES:

- A.1. The Contractor 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. The Contractor shall provide services of the Contractor's information Systems Support Staff for the development, implementation and support of the Tennessee Methamphetamine Information System (TMIS) which is a crucial element to the operation of the Tennessee Dangerous Drug Task Force (TDDTF). The individuals that will provide support have an intimate knowledge of the system. To enable the continued success of the computer system, the contractor shall continue to enhance the methamphetamine web-based computer system that has been created.
- A.3. The Contractor shall provide the following computer hardware and software necessary to operate and maintain the TMIS: one SAN module to support Virtualization environment, five operating system licenses for new server installations, one network switch to support the server environment, one redundant intrusion prevention/detection systems, and one log mandatory and auditing software/hardware.
- A.4. The Contractor shall provide all repair parts and additional equipment and licensees required to complete this Contract. The Contractor shall provide operational equipment and supplies of use on TMIS.

B. TERM OF CONTRACT:

This Contract shall be effective on January 1, 2016 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Hundred Twenty Thousand Dollars (\$120,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor 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 Contractor.

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

- C.2. Compensation Firm. The payment rates and the maximum liability of the State 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 Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Goods or Services Description	Amount (per compensable increment)
Application Development Manager	\$71.78
GIS Analyst	\$46.15
GIS Manager	\$58.35
GIS Specialist	\$42.27
GIS Specialist	\$39.66
GIS Specialist	\$41.55
GIS System Programmer	\$46.95
GIS Technician	\$33.25
GIS Technician	\$34.15
GIS Technician	\$32.45
GIS Technician	\$34.23
ITS Inventory Control Tech	\$32.61
ITS Operations Manager	\$71.78
Microcomputer Specialist	\$43.62
Microcomputer Specialist	\$43.62
Microcomputer Specialist	\$44.40
Network Specialist	\$48.82
Network Specialist	\$49.32
Network Specialist	\$50.96
Network Specialist	\$52.39
Programmer	\$37.58
Programmer	\$38.64
SR Programmer	\$42.37
System Analyst	\$51.57
SR Programmer Analyst	\$51.82
SR Programmer Analyst	\$51.82
System /Database Architect	\$63.48
Systems Analyst	\$51.57

Systems Analyst Supervisor	\$58.92
Systems Analyst Supervisor	\$67.30
Systems Programmer	\$55.04
Webmaster	\$46.03
Computer Software, Hardware & Maintenance for TMTF Applications	\$60,000.00

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Bureau of Investigation
 Attn. Fiscal Department
 901 R.S. Gass Blvd.
 Nashville, TN 37216

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

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Bureau of Investigation, Drug Division
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (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, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section 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 (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, 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 invoiced.
- C.7. Invoice Reductions. The Contractor's invoice 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 conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this 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. 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 (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 Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor 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 Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not

be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

- D.5. Subcontracting. The Contractor 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 State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor 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 Contractor 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 Contractor 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 Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, 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, 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. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. 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.13. 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 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 Contractor, 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 State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. 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.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contractor 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.18. 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.19. 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.20. 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 State:

Tommy Farmer, ASAC
Tennessee Bureau of Investigation
6040 Century Oaks Blvd.
Chattanooga, TN 37416
Thomas.Farmer@tn.gov

Telephone # 423-752-1479
FAX # 423-267-8963

The Contractor:

Hamilton County Mayor
Hamilton County, Tennessee
208 Courthouse
Chattanooga, TN 37402
Telephone # 423-209-6100
FAX # 423-209-6101

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 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 Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor 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. 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 Contractor by the State or acquired by the Contractor 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 Contractor 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 Contractor'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 Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor 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 Contractor 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 Contractor 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 Contract.

E.5. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.

- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.6. Lobbying. The Contractor 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor 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*.

E.7. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

E.8. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

- i. 80 percent or more of the Contractor'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 subawards); 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 subawards); 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 Contractor'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 Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

IN WITNESS WHEREOF,

Hamilton County, Tennessee:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

Tennessee Bureau of Investigation:

NAME & TITLE

DATE



CONTRACT

(fee-for-service contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date January 1, 2016	End Date December 31, 2016	Agency Tracking # -	Edison Record ID
Contractor Legal Entity Name Hamilton County Tennessee			Edison Vendor ID 4208

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	CFDA #
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Service Caption (one line only)
Provision for technical support for the Tennessee Dangerous Drug Task Force System

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
TOTAL:					

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

<p>Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p>	<p>OCR USE - GU</p>
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Speed Chart (optional)	Account Code (optional)
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE BUREAU OF INVESTIGATION
AND
HAMILTON COUNTY, TENNESSEE**

This Contract, by and between the State of Tennessee, Tennessee Bureau of Investigation, hereinafter referred to as the "State" and Hamilton County, Tennessee, hereinafter referred to as the "Contractor," is for the provision of technical services and supplies for the Tennessee Dangerous Drug Task Force, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 4208

A. SCOPE OF SERVICES:

- A.1. The Contractor 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. The Contractor shall provide services of the Contractor's information Systems Support Staff for the development, implementation and support of the Tennessee Methamphetamine Information System (TMIS) which is a crucial element to the operation of the Tennessee Dangerous Drug Task Force (TDDTF). The individuals that will provide support have an intimate knowledge of the system. To enable the continued success of the computer system, the contractor shall continue to enhance the methamphetamine web-based computer system that has been created.
- A.3. The Contractor shall provide the following computer hardware and software necessary to operate and maintain the TMIS: one SAN module to support Virtualization environment, five operating system licenses for new server installations, one network switch to support the server environment, one redundant intrusion prevention/detection systems, and one log mandatory and auditing software/hardware.
- A.4. The Contractor shall provide all repair parts and additional equipment and licensees required to complete this Contract. The Contractor shall provide operational equipment and supplies of use on TMIS.

B. TERM OF CONTRACT:

This Contract shall be effective on January 1, 2016 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Hundred Fifty-Five Thousand Dollars (\$155,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor 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 Contractor.

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

- C.2. Compensation Firm. The payment rates and the maximum liability of the State 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 Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Goods or Services Description	Amount (per compensable increment)
Application Development Manager	\$71.78
GIS Analyst	\$46.15
GIS Manager	\$58.35
GIS Specialist	\$42.27
GIS Specialist	\$39.66
GIS Specialist	\$41.55
GIS System Programmer	\$46.95
GIS Technician	\$33.25
GIS Technician	\$34.15
GIS Technician	\$32.45
GIS Technician	\$34.23
ITS Inventory Control Tech	\$32.61
ITS Operations Manager	\$71.78
Microcomputer Specialist	\$43.62
Microcomputer Specialist	\$43.62
Microcomputer Specialist	\$44.40
Network Specialist	\$48.82
Network Specialist	\$49.32
Network Specialist	\$50.96
Network Specialist	\$52.39
Programmer	\$37.58
Programmer	\$38.64
SR Programmer	\$42.37
System Analyst	\$51.57
SR Programmer Analyst	\$51.82
SR Programmer Analyst	\$51.82
System /Database Architect	\$63.48
Systems Analyst	\$51.57

Systems Analyst Supervisor	\$58.92
Systems Analyst Supervisor	\$67.30
Systems Programmer	\$55.04
Webmaster	\$46.03
Computer Software, Hardware & Maintenance for TDDTF Applications	\$ 80,000

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Bureau of Investigation
 Attn. Fiscal Department
 901 R.S. Gass Blvd.
 Nashville, TN 37216

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

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Bureau of Investigation, Drug Division
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (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, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section 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 (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, 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 invoiced.
- C.7. Invoice Reductions. The Contractor's invoice 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 conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this 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. 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 (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 Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor 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 Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not

be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

- D.5. Subcontracting. The Contractor 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 State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor 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 Contractor 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 Contractor 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 Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, 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, 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. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. 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.13. 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 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 Contractor, 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 State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. 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.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contractor 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.18. 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.19. 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.20. 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 State:

Tommy Farmer, ASAC
Tennessee Bureau of Investigation
6040 Century Oaks Blvd.
Chattanooga, TN 37416
Thomas.Farmer@tn.gov

Telephone # 423-752-1479
FAX # 423-267-8963

The Contractor:

Hamilton County Mayor
Hamilton County, Tennessee
208 Courthouse
Chattanooga, TN 37402
Telephone # 423-209-6100
FAX # 423-209-6101

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 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 Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor 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. 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 Contractor by the State or acquired by the Contractor 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 Contractor 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 Contractor'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 Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor 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 Contractor 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 Contractor 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 Contract.

- E.5. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.

- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.6. Lobbying. The Contractor 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor 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*.

E.7. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

E.8. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

- i. 80 percent or more of the Contractor'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 subawards); 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 subawards); 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 Contractor'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 Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

IN WITNESS WHEREOF,

Hamilton County, Tennessee:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

Tennessee Bureau of Investigation:

NAME & TITLE

DATE



Hamilton County Board of Commissioners RESOLUTION

No. 116-39

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN AN AMENDMENT TO THE CONTINUATION GRANT-IN-AID CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH INCREASING IT FROM \$371,300.00 TO \$435,897.00 TO SUPPORT THE DELIVERY OF PUBLIC HEALTH SERVICES FOR FISCAL YEAR JULY 1, 2015 - JUNE 30, 2016.

WHEREAS, the overall objective of the Chattanooga-Hamilton County Health Department is to protect the public's health through programs and services; and

WHEREAS, the State Department of Health is in agreement to convert the Health Officer's salary supplement into the employee's state salary for 1/2 year,

WHEREAS, the State Department of Health desires to amend the contract with Chattanooga-Hamilton County Health Department for Public Health administrative infrastructure to the amount of \$435,897.00 for fiscal year 2015 - 2016; and

WHEREAS, administrative infrastructure is necessary to efficiently manage the Health Department.

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

That the County Mayor be authorized to sign the attached contract amendment for increasing \$371,300.00 to \$435,897.00 with the Tennessee Department of Health for Public Health infrastructure for fiscal year July 1, 2015 - June 30, 2016, and that the Administration budget expenditure and revenue be accordingly increased by \$64,597.00.

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

January 20, 2016

Date



GRANT AMENDMENT

Agency Tracking # 34360-29916	Edison ID 46243	Contract # GE1646243-00	Amendment # 1		
Contractor Legal Entity Name Chattanooga-Hamilton County Health Department			Edison Vendor ID 4208		
Amendment Purpose & Effect(s) Converted salary supplement for ½ year (-\$9,903) into FTE state salary and added \$74,500 for Prenatal Presumptive Eligibility expansion.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 06/30/2016			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$64,597		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$435,897.00				\$435,897.00
TOTAL:	\$435,897.00				\$435,897.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE</i>		
			GE1646243-01		
Speed Chart (optional) HL00007820		Account Code (optional) 71301000			

**AMENDMENT 1
OF GRANT CONTRACT GE-16-46243-00**

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

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

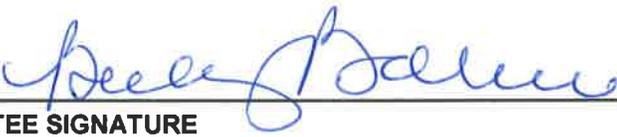
Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Hundred Thirty Five Thousand Eight Hundred Ninety Seven Dollars (\$435,897.00). The Grant amount shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant amount includes, but is not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

Amendment Effective Date. The revisions set forth herein shall be effective five (5) business days following the latest dated signature below. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:

GRANTEE SIGNATURE DATE

Rebekah Barnes, Administrator

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

CHATTANOOGA_HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER

DATE



Hamilton County Board of Commissioners RESOLUTION

No. 116-40

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT, FOR THE TIME PERIOD APRIL 1, 2016 – MARCH 31, 2017 IN AN AMOUNT NOT TO EXCEED \$199,500.00 TO SUPPORT THE MEDICAL CASE MANAGEMENT OF PERSONS INFECTED WITH HIV/AIDS IN HAMILTON COUNTY.

WHEREAS, There have been approximately 1600 cumulative cases of HIV/AIDS reported in Hamilton County; and

WHEREAS, Of the cumulative year reported cases through 2014; we currently have approximately 993 people living with HIV/AIDS and have noted 637 deaths from HIV/AIDS; and

WHEREAS, The total number of new HIV cases per year over the past 6 years has ranged between 43 and 66 cases per year; and

WHEREAS, In 2014, Hamilton County had 52 reported new cases; 39 were male and 13 were female; 15 were African Americans and 29 were Caucasian; and

WHEREAS, The largest age group in 2014 for newly reported HIV cases was in the 25 -34 year age group with 15 -24 year olds being the second largest group. In previous years, the second largest group has been in the 35 – 44 year olds; and

WHEREAS, Early and consistent medical care results in longer and more productive lives of those infected.

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

That the County Mayor be authorized to sign the attached contract for the time period April 1, 2016 – March 31, 2017 in an amount not to exceed \$199,500.00.

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

January 20, 2016

Date



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date April 1, 2016	End Date March 31, 2017	Agency Tracking # 34360-45716	Edison ID		
Grantee Legal Entity Name Chattanooga-Hamilton County Health Department				Edison Vendor ID 4208	
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #93.917			
		Grantee's fiscal year end June 30			
Service Caption (one line only) HIV/AIDS Center of Excellence Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2016		\$49,875			\$49,875
2017		\$149,625			\$149,625
TOTAL:		\$199,500			\$199,500
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection			The Grantee was chosen for its current capacity to perform all needed services, its proximity to the target audience, and its prior experience with HIV/STD Center of Excellence Program services.		
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional) HL00007854		Account Code (optional) 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Human Immunodeficiency Virus (HIV) infection and Acquired Immunodeficiency Syndrome (AIDS) Center of Excellence (COE) program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
- a. "CAREWare database" means free, scalable software for managing and monitoring HIV clinical and supportive care which quickly produces a completed Ryan White HIV/AIDS Services Report (RSR).
 - b. "Centers of Excellence (COE)" means hubs for a continuum of medical and social support services that are comprehensive integrated across providers, seamless and provide high quality, chronic care services to patients with HIV/AIDS.
 - c. "Community Based Organizations (CBOs)" means a public or private nonprofit (including a church or religious entity) that serves a significant segment of a community, and is engaged in meeting health and community needs.
 - d. "Health Resource and Services Administration (HRSA)" means the primary Federal agency for improving access to health care services for people who are uninsured, isolated, or medically vulnerable.
 - e. "HIV consortia" means the four (4) regional Tennessee Consortiums that are responsible for the planning, development, and delivery of comprehensive HIV related services funded under Part B of the Ryan White HIV/AIDS Program.
 - f. "HIV Drug Assistance Program (HDAP)" means a program that helps eligible HIV-positive individuals get the medications they need. HDAP is for Tennessee residents with limited incomes, who cannot otherwise afford HIV-related medications and has no other payer source.
 - g. "Insurance Assistance Program (IAP)" means a program that helps cover out-of-pocket expenses related to qualifying health insurance coverage (premium, co-pays, and deductibles) for eligible HIV/AIDS clients in Tennessee.
 - h. "Medical Case Management services" means services that help HIV-positive residents meet basic needs and special needs related to HIV status. Mental health, nutrition and home health services are a few examples.
 - i. "Medical Case Manager (MCM)" means those professionals who assist eligible HIV/AIDS clients to ensure that they access care and treatment.

- j. “Papanicolaou (PAP) screening” means a screening test used in gynecology to detect premalignant and malignant (cancerous) processes in the endocervical canal.
 - k. “Ryan White (RW)” means the federal program designed specifically for people with HIV in the United States which provides care and support services to individuals and families affected by the disease, functioning as the “payer of last resort” by filling the gaps for those who have no other source of coverage or face coverage limits.
 - l. “Ryan White Services Report (RSR)” means the annual performance report that documents client demographics, services delivered and expenditures by funded programs.
 - m. “Women, Infants, Children and Youth (WICY)” means the provision of family-centered primary medical care involving outpatient or ambulatory care (directly, through contracts or through memoranda of understanding) for women, infants, children, and youth with HIV/AIDS. Part D funds family-centered primary and specialty medical care as well as support services.
- A.3. Service Goals. To provide HIV-related case management services for those persons seeking such services who do not have sufficient health care coverage or financial resources for coping with HIV disease..
- A.4. Service Recipients. Service recipients are those persons seeking services at the Chattanooga-Hamilton County Health Department who are infected with HIV disease.
- A.5. Service Description. The Grantee shall use the grant funds to implement and coordinate activities related to HIV/AIDS treatment, and services as follows:
- a. The Grantee agrees to provide medical case management services, as appropriate for HIV/AIDS patients, consisting of the following functions:
 - (1) Assist eligible HIV positive patients in applying for services such as HDAP and IAP.
 - (2) Assist uninsured patients in applying for TennCare/Medicare and other forms of health insurance.
 - (3) Assist eligible patients in accessing health related services which are not provided by the COE, including, but not limited to, nutritional counseling, dental care, and home health services.
 - (4) Encourage providers of the services listed in A.5.a. (3) above to provide services for HIV positive patients and assist these providers in obtaining reimbursement for such services in accordance with the most current version of the Ryan White Part B Medical Services Fee Schedule developed by the State, on file in the Ryan White office, and distributed to the Grantee. The Ryan White Part B program staff updates the Ryan White Part B Medical Services Fee Schedule annually, or more frequently if needed and updates are distributed to the Grantee via email.
 - (5) Coordinate with appropriate State approved HIV consortia and various CBO staff to link eligible HIV patients with individuals and organizations that can assist with social support needs, such as transportation, food services, and housing.

- (6) Follow all Ryan White Part B Program guidelines, as outlined in the MCM Handbook according to the most current version of the MCM Handbook developed by the Ryan White Part B Program, on file in the RW office, and distributed to each MCM. The Ryan White Part B Program updates the MCM Handbook as needed and updates are distributed to the MCM .
- b. The Grantee shall ensure that all MCMs meet or exceed the educational requirements listed in the most current version of the MCM Handbook developed by the State, Ryan White Part B Program, on file in the State RW Part B office, and distributed to each MCM. The Ryan White Part B Program updates the MCM Handbook as needed and updates are distributed to the MCM. The Director of the RW Part B Program must approve any exceptions in writing.
- c. The Grantee shall submit a completed and signed MCM Agreement for each MCM employed (Attachment 1). Failure to submit an MCM agreement will result in suspension of that MCM's privileges.
- d. The Grantee agrees that during the term of the Grant Contract, the State shall have access to the Grantee's patient records in order to fulfill the State's program goals for program patients. Upon expiration or termination of the Grant Contract for any reason, the Grantee shall provide the State with copies of all patient records associated with the Grant Contract. Such records shall be maintained by the State in accordance with all applicable State laws and rules pertaining to confidentiality and records retention.
- e. The Grantee shall create and/or maintain an agency Quality Management Plan and an agency Quality Management Committee. The committee shall meet periodically and maintain minutes of those meetings, and perform a minimum of two quality improvement studies annually. Additionally, each Grantee shall cooperate with the State Ryan White Part B Quality Management Program in performing selected statewide quality studies in accordance with the most current version of the State Ryan White Part B Quality Management Plan developed by the State, Ryan White Program, on file in the RW Part B Program office, and distributed to the Grantee. The State Ryan White Part B Quality Management staff updates the State Ryan White Part B Quality Management Plan annually, or more frequently if needed and updates are distributed to the Grantee via email.
- f. The Grantee shall provide at least one (1) staff person to be a member of the State Ryan White Part B Quality Management Committee. The State Ryan White Part B Quality Management Committee and staff will provide leadership and technical assistance to individual agency Quality Management Committees, and provide worksheets, checklists, and other documentation materials as necessary.

A.6. Reporting Requirements.

- a. The Grantee shall maintain a CAREWare database and submit a Quarterly Export Data File. The quarterly reports shall be submitted no later than the fifteenth (15th) day of the month following the end of each quarter (April 15, 2016; July 15, 2016; October 15, 2016; and January 15, 2017..
- b. The Grantee shall complete and submit an initial Implementation Plan (Attachment 2) and a quarterly Implementation Plan (using Attachment 2). The initial Implementation Plan will list the services to be provided, the projected number of clients to be served, and the projected units of service to be provided (defined as one [1] fifteen [15] minute encounter). The quarterly Implementation Plan will list the progress made toward the projections of the initial Implementation Plan. These reports are due to the State

Consortia Coordinator no later than the fifteenth (15th) day of the month following the end of each quarter (July 15, 2016; October 15, 2016; January 15, 2017; and April 15, 2017).

- c. The Grantee agrees to gather all the data elements required to complete the RSR and shall be in the format described by the HRSA Guidelines. A copy has been provided to the Grantee and is posted on the website www.HAB.HRSA.gov and includes:
- (1) the Grantee Report which collects information about the services the provider was funded to provide;
 - (2) the Service Provider Report which captures services actually delivered on a contract-by-contract basis under each Ryan White HIV/AIDS Program Part; and
 - (3) the Client Report which captures the services received by each individual client.

The RSR shall be submitted to the State annually. The submission will be for the complete calendar year (January – December) and is due no later than February 15th of each calendar year.

- d. The Grantee agrees to gather all the data elements required to complete the WICY Report. All funded agencies are required to submit an annual report listing the amount of dollars expended on all Women (25 years old and older), Infants (less than 2 years old), Children (2 - 12 years old) and Youth (13 - 24 years old). The WICY Reports are due to the State Ryan White Services no later than seventy five (75) days after the ending date of March 31, 2017, (by June 15, 2017) for this Grant Contract as stated in Section B.1.

A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., c., d., e. and f., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the most current version of the Ryan White Part B Medical Services Fee Schedule;
- d. the most current version of the HRSA Guidelines;
- e. the most current version of the MCM Handbook;
- f. the most current version of the State Ryan White Part B Quality Management Plan.

A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet is incorporated in this Grant Contract. The Grantee shall be notified of any changes that shall take place during the duration of this Grant Contract.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on April 1, 2016 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to four (4) renewal options under the same terms and

conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

- B.3. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

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 Ninety Nine Thousand Five Hundred Dollars (\$199,500) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 3 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 4) 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:

Contract Coordinator
Tennessee Department of Health
HIV/STD Program
4th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Health, HIV/STD Program – Ryan White.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.

- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

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

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

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty five (45) days of the Grant Contract end date in form and substance acceptable to the State (Attachment 5).

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee

costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Tonya King, MPH, Ryan White Part B HIV/STD Program Director
 Tennessee Department of Health
 HIV/STD Program
 Communicable and Environmental Diseases and Emergency Preparedness
 4th Floor, Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, Tennessee 37243
 Email Address: Tonya.King@tn.gov
 Telephone #: (615) 741-7500
 FAX #: (615) 741-3691

The Grantee:

Rebekah Barnes, Director
 Chattanooga-Hamilton County Health Department
 921 East Third Street
 Chattanooga, Tennessee 37403
 Email Address: BeckyB@HamiltonTN.gov
 Telephone #: (423) 209-8000
 FAX #: (423) 209-8001

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise

unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and

total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract. (Attachment 6)

- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 7 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 7 shall complete Attachment 8. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.3. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.5. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.6. Health Care Data. Grantee shall provide data reports about health care services provided under this Grant using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at <http://hsaintranet.health.tn.gov/> and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

On a schedule defined by the State, the Grantee shall submit Central Office Database Report (CODB) files, as defined in PTBMIS, electronically to the State. The Grantee shall also submit other health care data reports, as requested by the State, and in a format acceptable to the State.

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER

DATE

TENNESSEE RYAN WHITE SERVICES
MEDICAL CASE MANAGER (MCM)
AGREEMENT

Name of Facility

Date

As the employer of _____ (Requested Medical Case Manager), I affirm that he/she meets the education and experience guidelines for the position, or we have obtained a written waiver from the Director of the Part B Ryan White Services Program. We acknowledge that MCMs may perform duties for multiple Ryan White Parts, and may be funded by any of those Parts. New MCMs will train with an experienced COE Medical Case Manager, who will serve as a trainer and mentor for this individual. We agree to serve as a trainer/mentor for future MCMs if called upon to provide that service. We also agree to follow all Ryan White Services Policies and Guidelines, and to be periodically evaluated by the Ryan White Part B Quality Management Program. We understand that all Ryan White Clients **MUST** be re-certified every six months, and that any change in a client's income or residence must be reported to the state. We acknowledge that unacceptable performance will result in revocation of MCM privileges, and this Agency agrees to share responsibility if our Medical Case Manager(s) knowingly qualify a client or clients who **do not** meet published Tennessee Ryan White Services Eligibility Guidelines.

Agency Administrator (Signature)

(date)

Medical Case Manager (Signature)

(date)

Ryan White Part B Initial Implementation Plan

Grantee: ___YOUR AGENCY NAME___ Grant Year 2016

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Service Priority Name: Outpatient/Ambulatory Medical Services		Total Priority Allocation:			
Service Priority Number:					
Service Goal: Provide comprehensive, accessible and culturally competent HIV Outpatient/Ambulatory Care to PLWHA's in accordance with PHS guidelines in order to improve health outcomes.					
1. Objectives:	2. Service Unit	3. Quantity		4. Time Frame:	5. Funds:
List quantifiable time-limited objectives related to the service priorities listed above	Definition: Define the service unit to be provided.	3a) Number of people to be served.	3b) Total Number of service units to be provided.	Indicate the estimated duration of activity relating to the objective listed.	Provide the approximate amount of funds to be used to provide this service.
a: Provide high quality medical care to PLWHA in AIDS Centers of Excellence.	16 minute office visit			04/2016 – 03/2017	
Total number of unduplicated clients:					

Ryan White Part B Initial Implementation Plan

Grantee: ___YOUR AGENCY NAME _____

Grant Year 2016

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Service Priority Name: Medical Case Management			Total Priority Allocation:		
Service Priority Number:					
Service Goal: Provide Medical Case Management Services in order to facilitate and support PLWHA's access, maintenance and adherence to HIV medical care and access to other needed services in order to enhance their ability to effectively manage their HIV disease.					
1. Objectives: List quantifiable time-limited objectives related to the service priorities listed above	2. Service Unit Definition: Define the service unit to be provided.	3. Quantity		4. Time Frame: Indicate the estimated duration of activity relating to the objective listed.	5. Funds: Provide the approximate amount of funds to be used to provide this service.
		3a) Number of people to be served.	3b) Total Number of service units to be provided.		
a: Provide Medical Case Management assessment, service planning, monitoring, follow-up activities and treatment adherence counseling based on identified need and acuity, provided by a nurse.	16 minutes			04/2016 – 03/2017	
b: Provide Medical Case Management assessment, service planning, monitoring, follow-up activities and treatment adherence counseling based on identified need and acuity, provided by a social worker or other related human services professional.	16 minutes			04/2016 – 03/2017	
c: As part of a medical team, provide assistance with service plan implementation, monitoring, follow-up activities and treatment adherence counseling based on identified need and acuity, provided by peer.	16 minute			04/2016 – 03/2017	
Total number of unduplicated clients:					

Ryan White Part B Initial Implementation Plan

Grantee: ___YOUR AGENCY NAME _____

Grant Year 2016

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Service Priority Name: Oral Health Care		Total Priority Allocation:			
Service Priority Number:					
Service Goal: Provide Oral Health Services in order to maintain or improve oral health and the overall health status of PLWHAs.					
1. Objectives:	2. Service Unit Definition:	3. Quantity		4. Time Frame:	5. Funds:
List quantifiable time-limited objectives related to the service priorities listed above	Define the service unit to be provided.	3a) Number of people to be served.	3b) Total Number of service units to be provided.	Indicate the estimated duration of activity relating to the objective listed.	Provide the approximate amount of funds to be used to provide this service.
a: Provide diagnostic, preventive, restorative and prosthetic dental care services.	1 Oral Health Care Visit = 1 Unit			04/2016 – 03/2017	
Total number of unduplicated clients:					

Ryan White Part B Initial Implementation Plan

Grantee: ___YOUR AGENCY NAME _____

Grant Year 2016

Page ___ of ___ Pages

Service Priority Name: Mental Health Services		Total Priority Allocation:			
Service Priority Number:					
Service Goal: Provide Outpatient Mental Health Treatment Services based on national best practice models in order to enhance maintenance and adherence to HIV medical care and services.					
1. Objectives: List quantifiable time-limited objectives related to the service priorities listed above	2. Service Unit Definition: Define the service unit to be provided.	3. Quantity		4. Time Frame: Indicate the estimated duration of activity relating to the objective listed.	5. Funds: Provide the approximate amount of funds to be used to provide this service.
		3a) Number of people to be served.	3b) Total Number of service units to be provided.		
a: Provide PLWHA comprehensive "Individual" outpatient Mental Health Services.	16 minutes			04/2016 – 03/2017	
b: Provide PLWHA comprehensive "Group" outpatient Mental Health Services.	16 minutes			04/2016 – 03/2017	
c: Provide PLWHA comprehensive diagnostic evaluation and treatment from a "Psychiatrist" or "Psychiatric Nurse"	16 minute			04/2016 – 03/2017	
d. Referrals for psychiatric assessment/treatment or inpatient mental health treatment.	1 Referral				
Total number of unduplicated clients:					

Ryan White Part B Initial Implementation Plan

Grantee: ___YOUR AGENCY NAME_____

Grant Year 2016

Page ___ of ___ Pages

Service Priority Name: Case Management (non-medical)			Total Priority Allocation:		
Service Priority Number:					
Service Goal: Provide Case Management Services in order to facilitate and support PLWHA's access, to HIV medical care and access to other needed services in order to enhance their ability to effectively manage their HIV disease.					
1. Objectives: List quantifiable time-limited objectives related to the service priorities listed above	2. Service Unit Definition: Define the service unit to be provided.	3. Quantity		4. Time Frame: Indicate the estimated duration of activity relating to the objective listed.	5. Funds: Provide the approximate amount of funds to be used to provide this service.
		3a) Number of people to be served.	3b) Total Number of service units to be provided.		
a: Provide Case Management assessment, service planning, monitoring and follow-up activities based on identified need.	16 minute increment (office visit, non face to face, etc.)			04/2016 – 03/2017	
Total number of unduplicated clients:					

Ryan White Part B Initial Implementation Plan

Grantee: East Tennessee State University

Fiscal Year 2016

Page of Pages

Service Priority Name: Medical Nutrition Therapy			Total Priority Allocation:		
Service Priority Number:					
Service Goal: Provide Medical Nutrition Therapy services to improve nutritional status of PLWHA and enhance medication adherence.					
1. Objectives: List quantifiable time-limited objectives related to the service priorities listed above	2. Service Unit Definition: Define the service unit to be provided.	3. Quantity		4. Time Frame: Indicate the estimated duration of activity relating to the objective listed.	5. Funds: Provide the approximate amount of funds to be used to provide this service.
		3a) Number of people to be served.	3b) Total Number of service units to be provided.		
a: Provide nutrition counseling and develop dietary care plans.	16 Minutes = 1 Unit.			04/2016 – 03/2017	
b: Provide nutritional supplements.	1 Case of Supplements = 1 Unit.			04/2016 – 03/2017	
Total number of unduplicated clients:					

Ryan White Part B Initial Implementation Plan

Grantee: ___YOUR AGENCY NAME_____

Fiscal Year 2016

Page _____ of _____ Pages

Service Priority Name: Food Bank/ Home-delivered Meals				Total Priority Allocation:	
Service Priority Number:					
Service Goal: Provide food in order to improve nutritional status of PLWHA and enhance medication adherence.					
1. Objectives: List quantifiable time-limited objectives related to the service priorities listed above	2. Service Unit Definition: Define the service unit to be provided.	3. Quantity		4. Time Frame: Indicate the estimated duration of activity relating to the objective listed.	5. Funds: Provide the approximate amount of funds to be used to provide this service.
		3a) Number of people to be served.	3b) Total Number of service units to be provided.		
a: Provide Food Voucher / Card.	\$20 = 1 Unit.			04/2016 – 03/2017	
b: Provide Food Bag / Box.	\$20 = 1 Unit.			04/2016 – 03/2017	
c: Provide Home Delivered Meals.	\$20 = 1 Unit.			04/2016 – 03/2017	
Total number of unduplicated clients:					

Ryan White Part B Initial Implementation Plan

Grantee: ___YOUR AGENCY NAME_____ Fiscal Year 2017

Page ___ of ___ Pages

Service Priority Name: Medical Transportation			Total Priority Allocation:		
Service Priority Number:					
Service Goal: Provide transportation services to PLWHA s in order to access HIV medical care and other services.					
1. Objectives: List quantifiable time-limited objectives related to the service priorities listed above	2. Service Unit Definition: Define the service unit to be provided.	3. Quantity		4. Time Frame: Indicate the estimated duration of activity relating to the objective listed.	5. Funds: Provide the approximate amount of funds to be used to provide this service.
		3a) Number of people to be served.	3b) Total Number of service units to be provided.		
a. Provide bus tokens/passes.	\$20 = 1 Unit			04/2016 – 03/2017	
b. Provide mileage reimbursement (i.e. gas card / voucher)	\$20 = 1 Unit			04/2016 – 03/2017	
c. Provide Taxi ride	\$20 = 1 Unit			04/2016 – 03/2017	
d. Provide agency based transportation. (i.e. van ride)	\$20 = 1 Unit			04/2016 – 03/2017	
Total number of unduplicated clients:					

Ryan White Part B Initial Implementation Plan

Grantee: ___YOUR AGENCY NAME_____ Fiscal Year 2016

Page ___ of ___ Pages

Service Priority Name: Psychosocial Support Services			Total Priority Allocation:		
Service Priority Number:					
Service Goal: Improve or maintain the emotional well-being of PLWHAs in order to enhance the activities of daily living and access to HIV medical care and services.					
1. Objectives: List quantifiable time-limited objectives related to the service priorities listed above	2. Service Unit Definition: Define the service unit to be provided.	3. Quantity		4. Time Frame: Indicate the estimated duration of activity relating to the objective listed.	5. Funds: Provide the approximate amount of funds to be used to provide this service.
		3a) Number of people to be served.	3b) Total Number of service units to be provided.		
a: Provide Individual "PEER" Support to PLWHA.	16 minute increments			04/2016 – 03/2017	
a: Provide Group "PEER" Support to PLWHA.	16 minute increments			04/2016 – 03/2017	
Total number of unduplicated clients:					

Ryan White Part B Initial Implementation Plan

Grantee: ___YOUR AGENCY NAME_____ Fiscal Year 2016

Page _____ of _____ Pages

Service Priority Name: Emergency Financial Assistance			Total Priority Allocation:		
Service Priority Number:					
Service Goal: Meet the emergency financial needs of PLWHAs by providing utility and emergency formulary pharmaceutical assistance.					
1. Objectives: List quantifiable time-limited objectives related to the service priorities listed above	2. Service Unit Definition: Define the service unit to be provided.	3. Quantity		4. Time Frame: Indicate the estimated duration of activity relating to the objective listed.	5. Funds: Provide the approximate amount of funds to be used to provide this service.
		3a) Number of people to be served.	3b) Total Number of service units to be provided.		
a: Provide emergency financial assistance for utilities not covered by other by other municipal, state or federal programs. (HOPWA, etc.)	1 Utility Bill Paid = 1 Unit			04/2016 – 03/2017	
b: Provide emergency financial assistance for prescription drugs. (Formulary Only)	1 Prescription Paid = 1 Unit			04/2016 – 03/2017	
Total number of unduplicated clients:					

Chattanooga-Hamilton County Health Department		HIV/AIDS Center of Excellence		
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2016 and ending March 31, 2017.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$106,600.00	\$0.00	\$106,600.00
2	Benefits & Taxes	56,600.00	\$0.00	\$56,600.00
4, 15	Professional Fee/ Grant & Award ²	\$7,200.00	\$0.00	\$7,200.00
5	Supplies	\$4,000.00	\$0.00	\$4,000.00
6	Telephone	\$1,500.00	\$0.00	\$1,500.00
7	Postage & Shipping	\$300.00	\$0.00	\$300.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$1,400.00	\$0.00	\$1,400.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$3,800.00	\$0.00	\$3,800.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (11.09% of salaries & benefits)	\$18,100.00	\$0.00	\$18,100.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$199,500.00	\$0.00	\$199,500.00

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

² Applicable detail attached if line-item is funded.

ATTACHMENT 3 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

SALARIES	Longevity	AMOUNT
Rachel Inman, Public Health Representative	\$ 3,878.18 x 12 x 100% + \$450	\$46,988.16
Gregory Sanders, Public Health Representative	\$ 3,258.67 x 12 x 50% +	\$19,552.02
Trevor Wilson., Public Healht Representative	\$ 3,339.66 x 12 x 100% +	\$40,075.92
TOTAL ROUNDED		\$106,600.00

Professional Services	AMOUNT
Kelly Services	\$7,200.00
TOTAL	\$7,200.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Routine Local Travel	\$1,200.00
HIV/AIDS Training Nashville	\$2,600.00
TOTAL	\$3,800.00

STATE OF TENNESSEE
INVOICE FOR REIMBURSEMENT

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE				TDOH AGENCY INVOICE NUMBER (ONLY FOR FISCAL OFFICE USE)	
				INVOICE NUMBER	
				INVOICE DATE	
				INVOICE PERIOD	
FEDERAL ID#		Edison Vendor #		FROM TO	
CONTRACTING STATE AGENCY				CONTRACT PERIOD	
Tennessee Department of Health				FROM TO	
PROGRAM AREA				CONTACT PERSON/TELEPHONE NO.	
EDISON CONTRACT NUMBER					
OCR CONTRACT NUMBER					
				FOR CENTRAL OFFICE USE ONLY	
BUDGET	(A)	(B)	(C)		
LINE	TOTAL	AMOUNT BILLED	MONTHLY		
ITEMS	CONTRACT	YTD	EXPENDITURES		
	BUDGET	(MO./DAY/YR.)	DUE		
Salaries			\$0.00		
Benefits			\$0.00	SPEEDCHART NUMBER:	
Professional Fee/Grant & Award			\$0.00	USERCODE:	
Supplies			\$0.00	PROJECT ID:	
Telephone			\$0.00	AMOUNT:	
Postage & Shipping			\$0.00		
Occupancy			\$0.00	SPEEDCHART NUMBER:	
Equipment Rental & Maintenance			\$0.00	USERCODE:	
Printing & Publications			\$0.00	PROJECT ID:	
Travel/Conferences & Meetings			\$0.00	AMOUNT:	
Interest			\$0.00		
Insurance			\$0.00	SPEEDCHART NUMBER:	
Specific Assistance to Individuals			\$0.00	USERCODE:	
Depreciation			\$0.00	PROJECT ID:	
Other Non Personnel			\$0.00	AMOUNT:	
Capital Purchase			\$0.00		
Indirect Cost			\$0.00		
TOTAL			\$0.00		

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes

These services are for medical services

non-medical services

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

RECOMMENDED FOR PAYMENT

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION
FOR FISCAL USE ONLY

Title: _____

Date: _____

Title: _____

Date: _____

Title: _____

Date: _____

ATTACHMENT:

Instructions & Hints

Do not send a worksheet that is linked to another file

Line by line instructions are on the "line by line info" tab

Retain this file in blank form

Use "File Save As" to save information for a specific contract or reporting period

File Names: Please use the following format when naming files.

name of agency REPORTING PERIOD END.xls

do not abbreviate the agency name

example: davidson county health MARCH 02.xls

Reporting period - the start and end dates of the quarter being reported

Reporting periods are based on the Agency's fiscal year

Grant period - the start and end dates of the contract being reported

Send a report for every quarter even if there is no activity for that quarter

Abbreviations - do not abbreviate the Agency name

Number pages using the "page____of ____ pages" format

THE WORKSHEET IS NOT PROTECTED

do not overwrite formulas (identified by yellow shading and "0") or change formats

do not overwrite/edit shaded areas (move to the cell beyond the shading for input)

do not add (insert) lines do not change shaded areas

Expense and Revenue pages can show information for 2 contracts

Use separate Schedules A & B to report contracts for each granting State agency

Use additional expense and revenue pages for more than 2 contracts

copy all lines & fields to the first blank line below the last line in column A

with the cursor at the start of the added page, use "insert" "page break" for print purposes

reset print range to cover the added page(s) and correct the page numbers

Contract Number is the State Contract Number, NOT the agency program number

Report by program within the State Contract Number within State Department

Summarize programs into totals by State Contract Number and State Department totals

Do not combine State Contract Numbers

One Funding Information Summary and one Schedule C are required from each contractor submitting reports

Review Section C in all contracts for reporting requirements

ALLOCATION OF ADMINISTRATIVE COSTS

Requires completion of all attached sheets

NOTE If files are not properly named and print ranges not set, the report will be returned for correction

Do not send invoices with expense reports

If refund due, mail reports with check or send note with e-mail that check in the mail

e-mail completed files to: Doug.Curry@tn.gov

e-mail filing replaces mailing forms

Mailing Address:

Doug Curry

Telephone 615-532-7115

Tennessee Department of Health

FAX 615-741-9533

Fiscal Services

6th Floor - Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)

SCHEDULE A

EXPENSE BY OBJECT LINE-ITEMS

There are seventeen specific object expense categories; two subtotals (Line 3, Total Personnel Expenses, and Line 19, Total Non-personnel Expenses); and Reimbursable Capital Purchases (Line 20), above Line 21, Total Direct Program Expenses. All expenses should be included in one or more of the specific categories, or in an additional expense category entered under Line 18, Other Non-personnel Expenses. The contracting state state agency may determine these requirements.

With the exception of depreciation, everything reported in Lines 1 through 21 must represent an actual cash disbursement or accrual as defined in the Basis For Reporting Expenses/Expenditures section on page 13.

THE YEAR-TO-DATE EXPENSES MUST BE TRACABLE TO THE REPORTING AGENCY'S GENERAL LEDGER

Line 1 Salaries And Wages

On this line, enter compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees. An attached schedule may be required showing client wages or other included in the aggregations.

Line 2 Employee Benefits & Payroll Taxes

Enter (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and medicare taxes and unemployment and workers' compensation insurance. An attached schedule may be required showing client benefits and taxes or other included in the aggregations.

Line 3 Total Personnel Expenses

Add lines 1 and 2.

Line 4 Professional Fees

Enter the organization's fees to outside professionals, consultants, and personal-service contractors. Include legal, accounting, and auditing fees. An attached schedule may be required showing the details in the aggregation of professional fees.

Line 5 Supplies

Enter the organization's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies. An attached schedule may be required showing food expenses or other details included in the aggregations.

Line 6 Telephone

Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses.

Line 7 Postage And Shipping

Enter the organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

Line 8 Occupancy

Enter the organization's expenses for use of office space and other facilities, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

Line 9 Equipment Rental And Maintenance

Enter the organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telephone, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

Line 10 Printing And Publications

Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

Line 11 Travel

Enter the organization's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

Line 12 Conferences And Meetings

Enter the organization's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel).

Line 13 Interest

Enter the organization's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

Line 14 Insurance

Enter the organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include property and vehicle insurance if reported on lines 7, 8, or 11.

Line 15 Grants And Awards

Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. Pass-through funds are not included when computing administrative expenses reported on Line 22.

Line 16 Specific Assistance to Individuals

Enter the organization's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements.

Line 17 Depreciation

Enter the expenses the organization records for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

Line 18 Other Non-personnel Expenses

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements.

Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

Line 19 Total Non-personnel Expenses

Add lines 4 through 18.

Line 20 Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets. An attached schedule may be required showing the details for each such purchase.

Line 21 Total Direct Program Expenses

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

Line 22 Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

Line 23 Total Direct And Administrative Expenses

Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses. Line 23, Total Direct and Administrative Expenses Year-to-Date should agree with the Total of Column B, Year-to-Date Actual Expenditures of the *Invoice for Reimbursement*.

Line 24 In-Kind Expenses

In-kind Expenses (Line 24) is for reporting the value of contributed resources applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.

Carry forward to Schedule B, Line 38.

Line 25 Total Expenses

The sum of Line 23, Total Direct and Administrative Expenses, and Line 24, In-kind Expenses, goes on this line.

PROGRAM REVENUE REPORT (PRR)**SCHEDULE B****SOURCES OF REVENUE**

The revenue page is intended to be an extension of the total expenses page, in that the columns should match up by contract/attachment number and program title. There are ten revenue sources (Schedule B, Part 1) and three subtotals (Lines 33, 41, and 43). Additional supplemental schedules for one or more of the line items may be attached, if needed. Each revenue column should be aligned with its corresponding expense column from Schedule A.

Reimbursable Program Funds**Line 31 Reimbursable Federal Program Funds**

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from federal program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from state program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)

Add lines 31 and 32.

Matching Revenue Funds**Line 34 Other Federal Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other federal funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 35 Other State Funds

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other state funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 36 Other Government Funds

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other government funds. The state funding agency may have an attached detail listing and reconciliation schedule.

Line 37 Cash Contributions (Non-government)

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from such sources of cash contributions as corporations, foundations, trusts, individuals, United Ways, other not-for-profit organizations, and from affiliated organizations. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 38 In-Kind Contributions (Equals Schedule A, Line 24)

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

Line 39 Program Income

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from program income related to the program funded by the state agency. The state funding agency may require an attached detail listing.

Line 40 Other Matching Revenue

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other revenues not included in lines 34 through 39. The state funding agency may require an attached detail listing.

Line 41 Total Matching Revenue Funds

Add lines 34 through 40

Line 42 Other Program Funds

Enter program income related to the program funded by the state agency but not reported as matching revenue funds on Line 54.

Line 43 Total Revenue

Add lines 33, 41, and 42

**RECONCILIATION BETWEEN TOTAL EXPENSES
AND REIMBURSABLE EXPENSES
SCHEDULE B - (Lines 51 to 59)**

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B).

The first line of this section, Line 51, Total Expenses, is brought forward from the last line of the corresponding Schedule A Total Expense Page.

There are three categories of adjustments for which titled lines are provided:

Line 52 OTHER UNALLOWABLE EXPENSES:

Some program expenses may not be reimbursable under certain grants. This is a matter between the contracting parties, and will vary according to the state agency involved and the type of grant or contract. Consult your contract or the department that funds the program for guidelines.

Line 53 EXCESS ADMINISTRATION:

This adjustment line may be used to deduct allocated Administration and General expenses in excess of an allowable percentage specified in the grant contract. It may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Again, the specific guidelines of the department and grant involved are the controlling factor.

Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)

Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

**Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54)
(Equals Schedule B, Line 33)**

This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

Line 56 TOTAL REIMBURSEMENT-TO-DATE

In the quarter-to-date column, this is the total received for this quarter from filing of the Invoice For Reimbursement. The cumulative column's amount is the total received for the grant year-to-date.

Line 57 DIFFERENCE (Line 55 less Line 56)

This is the portion of Reimbursable Expenses not yet paid.

Line 58 ADVANCES

Any advance payments for a grant should appear on this line.

Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)

The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: <http://www.state.tn.us/finance/act/policyb.html>

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

**Tennessee Department of Health
Funding Information Summary**

AGENCY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____

REPORTING PERIOD: (MM/DD/YY) FROM: _____ THRU: _____

AGENCY FISCAL YEAR END (MM/DD) _____

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?
YES _____ NO _____

If yes, Name of organization that approved the Plan: _____

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:

Ratio of direct program salaries to total direct salaries applied to administrative cost. _____

Ratio of direct program expenditure to total direct expenditures applied to administrative cost. _____

Cost step down. _____

Other (describe) _____

Is your organization: _____ A private not-for-profit organization?
_____ A state college or university, or part of a city government?

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

CONTRACTOR/GRANTEE _____

FEDERAL ID # _____

CONTRACTING STATE AGENCY _____

REPORT PERIOD _____

Program # _____
 Contract Number _____
 Grant Period _____
 Program Name _____
 Service Name _____

Schedule A

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses (add lines 4 - 18)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #
 Contract Number
 Grant Period
 Program Name
 Service Name

Schedule B

Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
	Reimbursable Program Funds				
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)				
	Matching Revenue Funds				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

		TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
Schedule A Year-To-Date Information		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
Item #	EXPENSE BY OBJECT:				
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Annual (Final) Report*

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

Submit one copy to:

Tonya King, MPH, Ryan White Part B Public Health Program Director, TN Department of Health;

John D. Dreyzehner, MD, MPH, FCOEM, Commissioner, TN Department of Health; and

fa.audit@tn.gov, TN Department of Finance and Administration

ATTACHMENT 7

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Grantee should submit only one, completed "Notice of Audit Report" document to the State during the Grantee's fiscal year.**

- Grantee Legal Entity Name is subject to an audit for fiscal year #.
- Grantee Legal Entity Name is not subject to an audit for fiscal year #.

Any Grantee that is subject to an audit must complete the information below.

Grantee's Edison Vendor ID Number:

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds a. Funds passed through the State of Tennessee b. Funds passed through any other entity	a. b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

ATTACHMENT 8**Parent Child Information**

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.**

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____



Hamilton County Board of Commissioners RESOLUTION

No. 116-41

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN AN AMENDMENT CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH TO ACCEPT A ONE TIME AMOUNT OF \$25,000.00 TO EXPAND THE INFANT MORTALITY/FIMR PROGRAM TO PROMOTE 17-HYDROXYPROGESTERONE (17P) AMONG ELIGIBLE PREGNANT WOMEN IN THE COMMUNITY TO PREVENT PREMATURE BIRTHS FOR THE TIME PERIOD FROM FEBRUARY 1, 2016 THROUGH JUNE 30, 2016 IN THE AMOUNT OF \$25,000.00 AND CONTINUE TO PROVIDE FOR THE COORDINATION OF FETAL INFANT MORTALITY REVIEW AND COMMUNITY INFANT MORTALITY REDUCTION SERVICES IN ACCORDANCE WITH THE TENNESSEE DEPARTMENT OF HEALTH'S GUIDELINES.

- WHEREAS, the infant mortality rate of a community is one of the most predictive statistics of a community's current and future health status, and
- WHEREAS, Tennessee's infant mortality rate is one of the worst in the nation, and
- WHEREAS, Hamilton County's 2013 Infant Mortality rate is 6.7 per 1,000 live births or 28 deaths, and
- WHEREAS, the Fetal Infant Mortality Review (FIMR) process is a nationally recognized system to identify factors associated with fetal and infant deaths, determine if they represent service system problems that require change, develop recommendations for change, and assist in the implementation of change, and
- WHEREAS, the presence of FIMR appears to significantly improve a community's performance of public health functions as well as enhance the existing perinatal care system's goals, components and communication mechanisms, and
- WHEREAS, the focus of FIMR on systems of care and identifying gaps in care results in action being taken in a way that interpretation of vital statistics data alone does not necessarily promote, and
- WHEREAS, FIMR is being implemented in over 200 communities in 40 states, and
- WHEREAS, the Tennessee Department of Health has identified funds to provide a FIMR and Community Infant Mortality Reduction process in Hamilton County.

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

That the County Mayor be authorized to sign the attached contract to continue to provide the coordination of Fetal Infant Mortality Review and Community Infant Mortality Reduction Services for the February 1, 2016 – June 30, 2016 contract period to increase the expense and revenue budgets in an amount of \$25,000.00.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 20, 2016

Date



GRANT AMENDMENT

Agency Tracking # 34347-33416	Edison ID 45357	Contract # GG-16-45357-00	Amendment # 1		
Contractor Legal Entity Name Chattanooga-Hamilton County Health Department			Edison Vendor ID 4208		
Amendment Purpose & Effect(s) Amendment to establish one clinical/system pilot site in Hamilton County for FIMR					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2016			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			+\$ 25,000		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016			\$255,000		\$255,000
TOTAL:			\$255,000		\$255,000
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE</i>		
			GG-16-45357-01		
Speed Chart (optional) HL00008299		Account Code (optional) 71301000			

**AMENDMENT ONE
OF GRANT CONTRACT GG-16-45357-00**

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

1. The following is added as Grant contract section A.5.g.:

A.5.g. The Grantee will establish a pilot to deliver 17-hydroxyprogesterone (17P) to eligible women in at least one clinical site/system in their community. The pilot shall include:

- (1) Education of medical providers and clinic staff on the indications for use of 17P.
- (2) Systematic screening of all pregnant women to identify those potentially eligible for 17P.
- (3) Provide women who are potentially eligible for 17P with basic educational information on the benefits of 17P and the need for further evaluation.
- (4) Referral of all pregnant women who are potentially eligible for 17P to an obstetrical provider for further evaluation.
- (5) Follow up of referred women to track:
 - i. Number of referrals of appropriate candidate for 17P,
 - ii. Number of candidates referred for 17P who actually received 17P,
 - iii. Timing of first 17P dose including week of pregnancy and the time from the referral,
 - iv. Adherence to 17P regimen by percent of eligible women with vaginal prescriptions filled or injection weeks received from the time of the referral,
 - v. Collect and review 17P Pilot Project data,
 - vi. Type of clinic visit referral was made (i.e. WIC, Family Planning, Clinic), and
 - vii. Any other referrals (i.e. home visiting programs or WIC).
- (6) Pregnancy outcome for women referred for 17P including those who received and those who did not receive the medication.
- (7) Report to TDH on facilitators and barriers to successful project implementation.

2. Grant contract section A.7. is deleted in its entirety and replaced with the following:

A.7. Service Deliverables – FIMR.

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
Monitor and maintain the security of statistics	A.5.a.	On-going	Not Applicable	Not Applicable
Monitor and maintain the confidentiality of FIMR verbal and written communications	A.5.b.	On-going	Not Applicable	To Be Determined
Recruit members of two (2) teams as indicated and submit names to the State.	A.5.c.	On-going	State Infant Mortality Director	Secured Email
Report factors related to the causes of fetal and infant deaths by the identification of social,	A.5.d.	Forty-five (45) days following the	State Infant Mortality Director	To Be Determined

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
economic, cultural, safety, health disparity, and other factors.		end of the contract		
Develop supportive partnerships and collaborations as indicated.	A.5.e.	On-going	Grantee's community	To Be Determined
Attend FIMR meeting in Nashville annually.	A.5.f.	To Be Determined	Not Applicable	In person
Collect and review 17P Pilot Project data	A.5.g.	45 days after the end of each quarter	State Infant Mortality Director	Secured Email
Submit quarterly FIMR report	A.6.a.	45 days after the end of each quarter	State Infant Mortality Director	Secured Email

3. Grant contract section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Fifty Five Thousand Dollars (\$255,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

4. Grant Contract Attachment 1 is deleted in its entirety and replaced with the new Attachment 1 attached hereto.

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

Amendment Effective Date. The revisions set forth herein shall be effective February 1, 2016. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,
CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:**

GRANTEE SIGNATURE

DATE

Rebekah Barnes, Administrator

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

Jim Coppinger, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER

DATE

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 1)

Chattanooga-Hamilton County Health Department
Program Name: Fetal Infant Mortality Review

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2015, and ending June 30, 2016.

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$130,200.00	\$0.00	\$130,200.00
2	Benefits & Taxes	\$55,500.00	\$0.00	\$55,500.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$27,700.00	\$0.00	\$27,700.00
6	Telephone	\$600.00	\$0.00	\$600.00
7	Postage & Shipping	\$700.00	\$0.00	\$700.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$30,000.00	\$0.00	\$30,000.00
11, 12	Travel/ Conferences & Meetings ²	\$10,200.00	\$0.00	\$10,200.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$100.00	\$0.00	\$100.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$255,000.00	\$0.00	\$255,000.00

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

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

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 2)

SALARIES	Longevity	AMOUNT
Barbara Breedwell, Senior Secretary	\$ 2,526.64 x 12 x 60% + \$ 450	\$18,641.81
Varissia Chapman, Public Health Nurse	\$ 2,158.66 x 12 x 100%	\$25,903.92
Lisa, Vincent, Nurse Manager	\$ 4,790.86 x 12 x 100%	\$57,490.32
Sheila Jones, Public Health Nurse	\$ 2,518.53 x 12 x 8%	\$2,417.79
Caroline Foster, Public Health Rep (PT)	\$ 1,979.12 x 12 x 100%	\$23,749.44
Overtime	\$ 166.67 x 12 x 100%	\$2,000.04
TOTAL ROUNDED		\$130,200.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
CRT/CAT Meetings	\$5,600.00
Local Travel	\$4,600.00
TOTAL	\$10,200.00



Hamilton County Board of Commissioners RESOLUTION

No. 116-42

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, 2016 THROUGH DECEMBER 31, 2016.

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 717 E. 11th Street for an amount of \$9,445.00 annually for the period of January 1, 2016 through December 31, 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

January 20, 2016

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, 2016 and, unless otherwise provided herein, terminating December 31, 2016.
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 (31st) day following termination. Rent will be due for this 31st 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 the 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.

Date

Jens Christensen
Executive Director
Chattanooga Community Kitchen

Date

Becky Barnes
Administrator
Chattanooga-Hamilton County Health Department

Date

Jim M. Coppinger
Hamilton County Mayor