Hamilton County Board of County Commissioners

AGENDA July 15, 2015

ROLL CALL

INVOCATION - Commissioner Boyd

PLEDGE TO THE FLAG - Commissioner Boyd

Minutes	Recessed Meeting - June 24, 2015
Minutes	Agenda Session - June 24, 2015
Minutes	Regular Meeting - July 1, 2015
Report	Walden's Ridge Utility District Board of Commissioners - Reappointment of David F. Fulton as Commissioner.
Report	Order of Designation Planning Commission - Todd Leamon July 13, 2015
Report	Criminal Court Clerk's Report May 2015
Res. No. 715-18	A Resolution to approve and accept applications for notary public positions, the bonds and oaths of notaries previously elected, to file the bonds of Hamilton County 911 Emergency Communications District, and the Certificate of Discharge by the Board of Equalization.
Res. No. 715-19	A Resolution confirming the joint reappointment by the County Mayor and the Mayor of the City of Chattanooga of one member to the Chattanooga-Hamilton County Air Pollution Control Board for a term ending July 19, 2019.
Res. No. 715-20A	A Resolution to rezone from A-1 Agricultural District and R-2A Rural Residential District to M-2 Wholesale and Light Industry District, property located at 1221 Birmingham Highway.
Res. No. 715-20B	A Resolution to rezone from A-1 Agricultural District and R-2A Rural Residential District to M-2 Wholesale and Light Industry District, property located at 1221 Birmingham Highway.
Res. No. 715-21	A Resolution authorizing the County Mayor to sign a contract in the amount of $60,000 with the City of Chattanooga for the Hamilton County Courts Community Service Program with a term beginning July 1, 2015 and ending June 30, 2016.
Res. No. 715-22	A Resolution accepting the bid of Thomas Consultants, Inc. for one (1) year contract unit pricing, beginning July 15, 2015, through July 14, 2016, with the option to renew for one (1) additional one (1) year term for Microsoft SQL Server Software Licenses for the Information Technology Services Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 715-23	A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to sign a continuation contract with the Tennessee Department of Health to provide Primary Care Services to uninsured adults ages 19 – 64 years at the Birchwood Health Center for the time period July 1, 2015 through June 30, 2016 in the amount of $15,000.00.
Res. No. 715-24	A Resolution authorizing a continuation agreement between Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department and the Chattanooga Human Services Head Start/Early Head Start Program for the period ending June 30, 2016.
Res. No. 715-25	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 October 1, 2015 through September 30, 2016, in an amount not to exceed $360,500.00 to provide Parents Are First Teachers (PAFT) services in accordance with the Department of Health's Maternal, Infant and Early Childhood Home Visiting program (MIECHV).
Res. No. 715-26	A Resolution to authorize payment to Will Denami to represent the interests of Hamilton County before the Tennessee General Assembly and other Governmental entities during fiscal year 2015-2016.

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
JUNE 24, 2015

STATE OF TENNESSEE **)** Recessed Meeting

COUNTY OF HAMILTON **)** June 24, 2015

BE IT REMEMBERED, that on this 24th day of June, 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 Jim Fields, Chairman, County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Beck, Commissioner Boyd, Commissioner Fairbanks, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, Commissioner Smedley, and Chairman Fields. Total present – 9. Total absent -0.

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

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

RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
JUNE 24, 2015

RESOLUTION NO. 615-24C A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT TO R-1 RESIDENTIAL DISTRICT, PROPERTIES LOCATED AT 8217 AND 8219 OOLTEWAH-GEORGETOWN ROAD.

Chairman Fields indicated this item was deferred at last week's June 17th meeting.

ON MOTION of Commissioner Haynes, seconded by Commissioner Bankston, to adopt Resolution No. 615-24C.

Commissioner Haynes, Chairman of the Zoning Committee spoke regarding this resolution and noted that the reccomended A-1 exception conditions are listed on the second page of the resolution. In closing he stated the Zoning Committee reviewed and recommended approval.

Chairman Fields asked if there was any discussion.

Commissioner Boyd and Commissioner Graham expressed concern as far as setting a standard for Planned Unit Development (PUD) rezoning. The matter in question was specific to operating an equestrian center in a PUD zoned as R-1.

Todd Leamon noted that the Regional Planning Agency (RPA) and Planning Commission recommended the equestrian center parcel in the PUD stay zoned as A-1. The remainder of the PUD property will be rezoned from A-1 to R1. In closing Commissioner Haynes point out that there is an existing equestrian center on the property.

Chairman Fields asked if there was anyone present in audience that wished to address the commission. There was no one.

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

RESOLUTION NO. 615-26B A RESOLUTION GRANTING A SPECIAL PERMIT FOR A RESIDENTIAL PLANNED UNIT DEVELOPMENT FOR PROPERTIES LOCATED AT 8217 AND 8219 OOLTEWAH-GEORGETOWN ROAD.

Chairman Fields indicated this item was deferred at last week’s June 17th meeting.

ON MOTION of Commissioner Haynes, seconded by Commissioner Bankston, to adopt Resolution No. 615-26B.

Chairman Fields asked if there was any discussion.

Commissioner Haynes, Chairman of the Zoning Committee spoke regarding this resolution and noted conditions requiring the developer to install a north bound left hand turn lane were included in the resolution. Plans for the turn lane shall be prepared by a licensed engineer and submitted to the Hamilton County Engineering Department for approval. In closing he stated the Zoning Committee reviewed and recommended approval.

Chairman Fields asked if there was anyone present in audience that wished to address the commission. There was no one.

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

RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
JUNE 24, 2015

RESOLUTION NO. 615-35A A RESOLUTION OVERRIDING THE VETO AS ISSUED BY THE COUNTY MAYOR TO THIS COUNTY LEGISLATIVE BODY'S ADOPTION OF RESOLUTION NO. 615-35, AS AMENDED, ESTABLISHING THE 2015-2016 FISCAL YEAR BUDGET FOR HAMILTON COUNTY, TENNESSEE.

On June 22nd Mayor Coppinger vetoed Resolution No. 615-35 as was adopted as amended by the County Commission on June 17th. The amendment and a copy of the Mayor's prepared veto statement were submitted to the Board of Commissioners and the County Clerk's office.

For recordkeeping purposes, the resolution was renumbered 615-35A reflecting action on a subsequent day from original approval.

ON MOTION of Commissioner Bankston, seconded by Commissioner Boyd, to override the County Mayor's veto of Resolution 615-35 as amended and renumbered 615-35A.

Commissioner Graham asked for clarification of the motion before the vote. Chairman Fields indicated an "Aye" vote would support overriding the veto and a "Nay" vote would be against overriding the veto.

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

The foregoing Motion to override the veto was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, “Aye”; Commissioner Beck, “Nay”; Commissioner Boyd, “Aye”; Commissioner Fairbanks, “Aye”; Commissioner Graham, “Nay”; Commissioner Haynes, “Nay”; Commissioner Mackey, “Aye”; Commissioner Smedley, “Aye”; and Chairman Fields, “Aye.” Total present – 9. Total absent – 0. Total “Aye” votes - 6. Total Nay votes – 3.

RESOLUTION NO. 615-44 A RESOLUTION AUTHORIZING THE CREATION .OF THE POSITION OF "ON-CALL" JUDICIAL COMMISSIONERS TO ASSIST THE GENERAL SESSIONS COURT OF HAMILTON COUNTY, TENNESSEE, TO SERVE DURING THE ABSENCE OF THE DULY APPOINTED JUDICIAL COMMISSIONERS, AND APPOINTING INDIVIDUALS TO SERVE IN SAID POSITION.

Commissioner Mackey, Chairman of the Security and Corrections Committee, spoke regarding this resolution which authorizes the creation of on-call judicial commissioners positions and appoints Rober “Bob” Meeks, Rober “Bob” Davis, Jeff Davis and Pete Johnson to said positions for a term commencing upon the adoption of this resolution, and ending at such point in time as the county legislative body makes a decision which in fact either terminates said individulas or otherwise alters the judicial

commission program. The appointees are all former appointed full-time judicial commissioners.

ON MOTION of Commissioner Mackey, seconded by Commissioner Beck, to adopt Resolution No. 615-44.

Commissioner Mackey noted this item was recommended by the Chief Magistrate for the purpose of establishing a pool of qualified individuals to assist the general sessions court during the absence of the full-time judicial commissioners.

Chairman Fields asked if there was any discussion.

Commissioner Graham, a member of the Security and Corrections committee, clarified that all on-call positions will be vetted by the committee and presented to the board for recommendation.

RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
JUNE 24, 2015

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

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

Respectfully submitted:

W. F. Knowles

_____
William F. (Bill) Knowles, County Clerk

Approved:

_____ W.F.K
Date Clerk’s Initials

HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JUNE 24, 2015

STATE OF TENNESSEE	**)**	Agenda Preparation Session
COUNTY OF HAMILTON	**)**	June 24, 2015

BE IT REMEMBERED, that on this 24th day of June, 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 Jim Fields, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Beck, Commissioner Boyd, Commissioner Fairbanks, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, Commissioner Smedley, and Chairman Fields. Total present - 9. Total absent – 0.

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

HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JUNE 24, 2015

COMMITTEE ASSIGNMENTS

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

- The Trustee Excess Fee and Monthly reports for May 2015 would be submitted for the record.
- The Juvenile Court Clerk's reports for March and April 2015 would be submitted for the record.
- Resolution No. 715-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution Nos. 715-5, 715-7 through 715-14 were assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolution No. 715-6 was not used.
- Resolution Nos. 715-2 through 715-4 and 715-15 were heard by a Committee of the Whole.

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

Chairman Fields stated that Resolution Nos. 715-2 through 715-4 and 715-15 would now be heard by the Committee of the Whole.

HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JUNE 24, 2015

COMMITTEE OF THE WHOLE – RESOLUTION NO. 715-2

Commissioner Boyd spoke regarding this item, which appoints Peter Avisto to the Hamilton County Water and Wastewater Treatment Authority (WWTA) Board of Commissioners for a term ending June 2, 2020. Commissioner Boyd expressed WWTA accountability concerns and asked for a clearer understanding of who the WWTA was accountable to. He stated that he had received numerous emails from his constituents regarding the matter of concern.

Mayor Coppinger reported that WWTA board members are appointed by the County Mayor and confirmed by the County Commission. Five members are appointed, one in each of the following fields: engineering, general, law, finance, and industry/commerce. He noted that Cleveland Grimes, WWTA Executive Director and his staff are held accountable by the WWTA Board of Commissioners. The WWTA Board is not required to report back to the County Board of Commissioners. In closing, he spoke about WWTA's Board of Commissioners transparency and the strenuous regulations WWTA must abide by.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 715-3

Attorney Taylor spoke regarding this item, which appoints Ken Foster with a term ending July 3, 2016, George Maffett with a term ending January 19, 2019, Gordon Anderson with a term ending April 18, 2016, and Andrew Mullins with a term ending January 4, 2016 to the Hamilton County Health & Safety Board. He noted that three of the appointments were in response to James Owens, Constance Williams, and John K. “Bucky” McCulley submitting their respective resignations. The fourth appointment was in response to Andrew C. Mullins moving from district eight to district nine, but he desires to continue to serve on said board.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 715-4

Attorney Taylor spoke regarding this item, which reappoints Ryan K. King with a term ending October 6, 2019, Matthew Hullander with a term ending June 21, 2020, Ethan E. Collier with a term ending August 4, 2020, and Wayne Henry with a term ending October 6, 2019 to the Hamilton Bounty Board of Zoning Appeals.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 715-15

Attorney Taylor spoke regarding this item, which makes certain findings relating to the 1400 Chestnut, LLC Project, to delegate certain authority to the Health, Educational, and Housing Facility Board of the City of Chattanooga, Tennessee, and to authorize the County Mayor to enter into and execute an agreement for payments in lieu of ad valorum taxes (PILOT). He noted that Kim White, River City Company President and CEO and representatives from Kore, LLC were present in today's audience

Mrs. White approached the podium and gave a presentation on the 1400 Chestnut Street PILOT project. The project is within the PILOT boundary and consists of a new, ground-up development on the currently undeveloped parcel. The developer is Kore, LLC and the project will be a $23,630,000 investment. 1400 Chestnut Street has been vacant since the 1980's and is known as a Brownfield, which is a difficult piece of property to develop. The project will be one and two bedroom residential rental units and include on-site parking. There will be 125 one bedroom units and 85 two bedroom units. Twenty percent (42 1 bedroom/1 bathroom units) of the units will lease at affordable rates.

The current assessment on the parcel is $162,560, and after improvements the property will be assessed at $9,452,000. Currently the school system receives $2,000 of the $8,000 yearly property taxes collected. Once the project is developed the school system portion will immediately increase to $129,000. The city approved $214,493 tax abatement for 10 years with a 4 year step up. The county is being asked to approve $129,364 tax abatement for 10 years with a 4 year step up.

James H. Nevins, President and manager of Kore, LLC and Joseph A. Holt of Kore, LLC approached the podium to address Commissioner Boyd's questions. Topics covered included loan-to-value (LTV) before PILOT and after PILOT, commercial financing, foundation options, lack of housing PILOT jobs created, and pro forma financial statements. During discussions Commissioner Boyd referenced pro forma statements for similar projects, a copy of these submitted to the clerk's office. In closing, he asked for a copy of the project's pro forma financial statements. Mr. Nevins agreed to furnish the requested reports.

In response to Commissioner Haynes comments, Mrs. White clarified that the first floor of the structure will have active retail space.

Mr. Nevins reported the 1400 Chestnut Street project will be the only active project for Kore, LLC in Hamilton County. It was noted that Kore, LLC has active projects in other states.

Commissioner Smedley also asked for a copy of the project's pro forma statements.

Commissioner Graham pointed out that the vocal baby in the audience was his beautiful granddaughter. He thanked the developer for taking an interest in Hamilton County and asked him a few questions. Mr. Holt confirmed that the project was not possible without the PILOT agreement because the development rates don't match the current tax rates. Commissioner Graham reiterated the poor condition of the Brownfield property and the increased school tax revenue once the development is complete.

Commissioner Beck voiced his support for the project and thanked the developer for their interest in Hamilton County.

Mayor Coppinger clarified upon questioning that if the PILOT agreement passes the county will not be responsible for any of the projects expenses. The county is only agreeing to tax abatement for 10 years.

Mrs. White spoke in detail about the PILOT agreement's flipping clause. She also spoke about how the public will benefit from the PILOT project.

LATE ITEM: RESOLUTION NO. 715-16 AND RESOLUTION NO. 715-17

Attorney Taylor spoke regarding the late items and noted the resolutions were being prepared and will be submitted to the clerk's office in proper form once they are available. Both resolutions pertain to PILOT agreements for GeStamp #1 and GeStamp #2 located at 3063 Hickory Valley Road. Charles Wood, Vice President of Economic Development for Chattanooga Area Chamber, Joe Conner, Attorney with Baker Donelson, Louann Smith, Attorney with Baker Donelson, and Corey Jahn, Plant Director for GeStamp were present for today's presentation.

Mr. Wood, Attorney Conner, and Mr. Jahn gave a presentation about the expansion project. Topics covered included the complexity of the project, GeStamp's global presence, the company's customer business mix, their 2011 PILOT and performance, the company's local impact, GeStamp's employee demographics, various ways the organization partners with education, and future potential projects. GeStamp will invest $180 million to create 510 new jobs in Chattanooga. Since the county and city own the parcel there is zero property tax revenue. Over the ten year PILOT period, GeStamp is being asked to pay $12.8 million in property taxes, $5 million of that goes

directly to the school system. The county tax abatement is $3 million over the ten year PILOT period.

GeStamp's expansion is in response to Volkswagen expanding to add a new SUV to their production line. The project will include an expansion of GeStamp's existing Chattanooga facility and the construction of a new stamping facility in Enterprise South to accommodate stamping of Class A parts, including external metals skin for VW's new SUV. It was also noted that the expansion project is also bringing in new technology called hot stamping. It was explained that hot stamping is a process that allows the metal to become lighter but harder, which helps reduce greenhouse gas emissions and improve safety.

A copy of GeStamp's presentation was submitted to County Clerk's office.

Commissioner Beck thanked GeStamp for providing their demographics report and their involvement in the schools. In closing he supported the project and added that this PILOT agreement was a no brainer deal.

Commissioner Boyd spoke in favor of the GeStamp PILOT and thanked everyone who was involved in making the expansion project possible.

Commissioner Haynes spoke in favor of the PILOT and pointed out that GeStamp had the option to invest in other nearby counties, but settled on Hamilton County.

Mayor Coppinger noted that Volkswagen has agreed to give up 59 acres under its control in a land swap with Chattanooga and Hamilton County governments to provide space adjacent to the factory for the new GeStamp facility. The city and county will provide Volkswagen with land of similar value.

Chairman Fields asked Attorney Taylor to publicly post the resolutions and PILOT agreements as soon as they are prepared.

Chairman Fields thanked everyone for their presentation and stated they were not required to attend next week's meeting.

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

Commissioner Mackey spoke about housing supply and the demand the county is going to experience with the recent economic development. He also inquired about Hamilton County's land availability for additional economic development.

Mayor Coppinger responded to Commissioner Mackey's comments and noted that Hamilton County is growing at a significant rate and efforts are being made to purchase and clear additional land for future economic developments.

Mayor Coppinger spoke about the recent announcement of the expansion project at the Erlanger East campus. He elaborated on the project and noted that the expansion project will convert Erlanger East into a full service hospital. In closing he excused himself from the meeting to attend an 11:30 appointment.

Commissioner Beck asked Commissioner Graham to explain why he decided to be called "Papa" by his grandchildren. Commissioner Graham explained that Papa was chosen in honor of his deceased grandfather-in-law, who he highly admired.

Commissioner Fairbanks jokingly stated that Commissioner Graham's grandchild was verbal because she was related to him. The entire commission unanimously laughed at his comments.

Commissioner Boyd made several comments about his disappointment regarding the Mayor's decision to veto Resolution No. 615-35. He read portions of various news articles that criticized the commission's decision to amend the 2015-16 budget to include $900,000 in discretionary funds. He brought attention to $4.2 million in the budget that the mayor can use at his discretion. He recalled various projects funded by former Commissioner Coppinger's discretionary funds. He noted the separation of powers between the mayor and commission. He questioned big raises for officials at the Hamilton County Water and Wastewater Treatment Authority (WWTA). In closing, he challenged the Mayor and the commission to have better communications involving their respective offices. He stated that there is a level of respect that is missing and he personally pledged to improve his communications.

At this time the Mayor's Chief of Staff Mike Compton asked for permission to speak. Chairman Fields asked Chief Compton to hold his comments until after commission members had completed their announcements, and that he would be recognized during the segment on the agenda reserved for delegations appearing before the commission.

In response to the lengthy agenda session, Commissioner Graham, Chairman of the Finance Committee, asked that a small break be taken between the agenda session and finance committee meeting.

Commissioner Mackey reported that Shelby and Davidson County are adding discretionary funds to their commission budget. Shelby County is adding $150,000.

DELEGATIONS

Chairman Fields asked for delegations on matters other than zoning.

Chief Compton was recognized and stated that about fifteen of Commissioner Boyd's comments were incorrect. He pointed out that the Mayor had to excuse himself before the meeting was adjourned and wasn't able to hear Commissioner Boyd's comments. He challenged Commissioner Boyd to repeat his comments when the Mayor was present and able to respond.

Bill Reesor residing at 1404 Woodway Drive Ooltewah, TN expressed concern about the media scrutinizing the use of discretionary funds. He stated he supported discretionary spending and spoke in detail about the various projects that were funded with discretionary funds.

Commissioner Smedley responded to Mr. Reesor's statement and thanked him for his comments. She reiterated that discretionary funds are not used to buy votes;

they are used to fulfill dire needs, not wants. She referenced lists that she recently received from district 7 schools. The lists detail the school's dire needs that aren't being funded through the department of education. A copy of the above mentioned lists were provided to the County Clerk's office.

Commissioner Fairbanks reported that after speaking to several of his constituents, it was obvious that the general public doesn't understand the purpose of discretionary funds. After it was understood that discretionary funds are spent for dire needs and public benefit, his constituents gave their approval. He reported that the Senior Citizen Community Center in Bakewell desperately needs their building painted. In closing, he challenged the media to take the time to interview the individuals who have benefited from discretionary spending.

Commissioner Bankston spoke about the Sandy Hook Elementary School shooting that occurred in 2012. He noted schools in his district are in rural areas and Snow Hill Elementary expressed great concern after the shooting took place. Discretionary funds afforded him the ability to put key card locks on every door and the secretary can look at a person's id before they enter the building.

HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JUNE 24, 2015

Mark West, residing at 2315 Heavenly View Drive expressed concerns about the lack of transparency and accountability. He stated that a better system for discretionary spending should be developed to improve the process.

Helen Burns Sharp residing at 129 Walnut Street addressed the commission about the proposed 1400 Chestnut Street PILOT. She asked the commission to examine whether there is truly significant public benefit. She spoke about the negative impact of tax abatement and uncollected property taxes. She reported that the developer's past projects in other states were successful without a PILOT. In closing she quoted journalist David Cay Johnston, "If a project is sound, the market will make it, if not, why should the public be asked to subsidize?"

Being no further business, Chairman Fields declared the meeting adjourned until Wednesday, July 1st at 9:30 AM.

Respectfully submitted:

W. F. Knowles

_____
William F. (Bill) Knowles, County Clerk

Approved:

_____ W.F.K.
Date Clerk's Initials

HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 1, 2015

STATE OF TENNESSEE	**)**	Regular Meeting
COUNTY OF HAMILTON	**)**	July 1, 2015

BE IT REMEMBERED, that on this 1st day of July, 2015, 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 Jim Fields, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Beck, Commissioner Boyd, Commissioner Fairbanks, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, Commissioner Smedley, and Chairman Fields. Total present – 9. Total absent – 0.

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

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
JULY 1, 2015

Commissioner Boyd introduced Pastor Joey Harris, Harmony Baptist Church, who gave the invocation. Commissioner Boyd led in the pledge to the flag.

APPROVAL OF MINUTES

ON MOTION of Commissioner Bankston, seconded by Commissioner Graham, that the minutes of the Recessed Meeting of June 10, 2015, the Agenda Preparation Session of June 10, 2015, and the Regular Meeting of June 17, 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 Bankston, “Aye”, Commissioner Beck, “Aye”, Commissioner Boyd, “Aye”, Commissioner Fairbanks, “Aye”, Commissioner Graham, “Aye”, Commissioner Haynes, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Fields, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

TRUSTEE REPORTS

The Trustee’s excess fee and monthly reports for May 2015 were submitted and made a matter of record.

JUVENILE COURT CLERK'S REPORTS

The Juvenile Court Clerk's reports for March and April 2015 were submitted and made a matter of record.

RESOLUTION NO. 715-1 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, THE BOND OF THE SUPERINTENDENT OF SCHOOLS, AND THE BOND OF DEPUTY SHERIFF.

ON MOTION of Commissioner Graham, seconded by Commissioner Haynes, to adopt Resolution No. 715-1.

Chairman Fields asked if there was any discussion. There was none.

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

Chairman Fields reported that Resolution Nos. 715-2 through 715-4 and 715-15 through 715-17 were heard by a Committee of the Whole.

RESOLUTION NO. 715-2 A RESOLUTION TO CONFIRM THE APPOINTMENT BY THE COUNTY MAYOR OF ONE MEMBER TO THE HAMILTON COUNTY WATER & WASTEWATER TREATMENT AUTHORITY BOARD OF COMMISSIONERS FOR TERM ENDING JUNE 2, 2020.

This resolution appoints Peter Avisto to the Hamilton County Water and Wastewater Treatment Authority (WWTA) Board of Commissioners for a term ending June 2, 2020.

ON MOTION of Commissioner Fairbanks, seconded by Commissioner Boyd, to adopt Resolution No. 715-2.

Chairman Fields asked if there was any discussion. There was none.

The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, “Aye”, Commissioner Beck, “Aye”, Commissioner Boyd, “Aye”, Commissioner Fairbanks, “Aye”, Commissioner Graham, “Aye”, Commissioner Haynes,

"Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 715-3 A RESOLUTION TO APPOINT FOUR (4) MEMBERS TO THE HAMILTON COUNTY HEALTH & SAFETY BOARD AS DESIGNATED HEREIN AND FOR TERMS AS INDICATED.

This resolution appoints Ken Foster with a term ending July 3, 2016, George Maffett with a term ending January 19, 2019, Gordon Anderson with a term ending April 18, 2016, and Andrew Mullins with a term ending January 4, 2016 to the Hamilton County Health & Safety Board.

ON MOTION of Commissioner Beck, seconded by Commissioner Haynes to adopt Resolution No. 715-3.

Chairman Fields asked if there was any discussion. There was none.

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

"Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 715-4 A RESOLUTION TO RE-APPOINT FOUR (4) MEMBERS TO THE HAMILTON COUNTY BOARD OF ZONING APPEALS AS DESIGNATED HEREIN AND FOR TERMS AS INDICATED.

This resolution reappoints Ryan K. King with a term ending October 6, 2019, Matthew Hullander with a term ending June 21, 2020, Ethan E. Collier with a term ending August 4, 2020, and Wayne Henry with a term ending October 6, 2019 to the Hamilton Bounty Board of Zoning Appeals.

ON MOTION of Commissioner Haynes, seconded by Commissioner Mackey, to adopt Resolution No. 715-4.

Chairman Fields asked if there was any discussion. There was none.

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

"Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 715-15 A RESOLUTION TO MAKE CERTAIN FINDINGS RELATING TO THE 1400 CHESTNUT, LLC PROJECT, TO DELEGATE CERTAIN AUTHORITY TO THE HEALTH, EDUCATIONAL, AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE, AND TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT FOR PAYMENTS IN LIEU OF AD VALORUM TAXES.

ON MOTION of Commissioner Beck, seconded by Commissioner Mackey, to adopt Resolution No. 715-15.

Chairman Fields asked if there was any discussion.

Commissioner Boyd spoke regarding this item and stated that he received the geotechnical exploration report and financial statements he requested at last week's meeting. A copy of the geotechnical report was provided the Clerk's office for filing. The geotechnical report reiterated the complexity of the site and the financial statements showed a significant buy in for the developers. In closing he gave his support for 1400 Chestnut, LLC PILOT project.

Commissioner Graham clarified for the record that he is a sitting member on the River City Board of Directors.

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

RESOLUTION NO. 715-16 A RESOLUTION (I) TO MAKE CERTAIN FINDINGS RELATING TO THE EXPANSION OF A MANUFACTURING FACILITY PROJECT TO BE CONSTRUCTED, EQUIPPED AND OPERATED BY GESTAMP CHATTANOOGA, LLC (“GESTAMP”) IN THE ENTERPRISE SOUTH INDUSTRIAL PARK (THE “PROJECT”). (II) TO AUTHORIZE THE MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES WITH THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF HAMILTON, TENNESSEE (THE “BOARD”) AND GESTAMP AND THE CITY OF CHATTANOOGA WITH RESPECT TO THE PROJECT (THE “PILOT” AGREEMENT), AND AN

AMENDMENT TO THE EXISTING PILOT AGREEMENT WITH GESTAMP, AND (III) TO DELEGATE CERTAIN AUTHORITY TO THE BOARD RELATING TO THE PILOT AGREEMENT AND AMENDMENT.

ON MOTION of Commissioner Beck, seconded by Commissioner Mackey, to adopt Resolution No. 715-16.

Chairman Fields asked if there was any discussion. There was none.

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

RESOLUTION NO. 715-17 A RESOLUTION (I) TO MAKE CERTAIN FINDINGS RELATING TO THE NEW MANUFACTURING FACILITY PROJECT TO BE CONSTRUCTED, EQUIPPED AND OPERATED BY A TO-BE-FORMED SUBSIDIARY OF GESTAMP NORTH AMERICA, INC. (“GESTAMP SUBSIDIARY”) IN THE ENTERPRISE SOUTH INDUSTRIAL PARK (THE “PROJECT”), AND (II) TO

AUTHORIZE THE MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES WITH THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA (THE "BOARD"), THE GESTAMP SUBSIDIARY, AND THE CITY OF CHATTANOOGA, TENNESSEE WITH RESPECT TO THE PROJECT (THE "PILOT AGREEMENT").

ON MOTION of Commissioner Beck, seconded by Commissioner Graham, to adopt Resolution No. 715-17.

Chairman Fields asked if there was any discussion. There was none.

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

Chairman Fields asked that Resolution Nos. 715-5 and 715-7 through 715-14 be considered together at this time.

RESOLUTION NO. 715-5 A RESOLUTION ACCEPTING THE BIDS OF SAM TELL & SON, INC., PASCO BROKERAGE, INC., THOMPSON & LITTLE, INC. AND CALICO INDUSTRIES, INC. FOR UNIT PRICING FOR SMALL KITCHEN ITEMS AND EQUIPMENT FOR THE EAST BRAINERD ELEMENTARY SCHOOL FOR THE DEPARTMENT OF EDUCATION AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION

RESOLUTION NO. 715-6 WAS NOT USED.

RESOLUTION NO. 715-7 A RESOLUTION ACCEPTING THE UNIT PRICE BID OF ABC PROMOS & GIFTS FOR PRIMEX WIRELESS CLOCKS FOR THE PERIOD BEGINNING JULY 3, 2015 THROUGH JULY 2, 2016, WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL ONE YEAR TERM, FOR THE TELECOMMUNICATIONS DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 715-8 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, 2015 THROUGH DECEMBER 31, 2015.

RESOLUTION NO. 715-9 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO CONTINUE AN AGREEMENT BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016, BETWEEN HAMILTON COUNTY AND THE TENNESSEE DEPARTMENT OF HUMAN SERVICES TO PROVIDE ADULT DAYCARE AND HOMEMAKER SERVICES FOR ELIGIBLE INDIVIDUALS AND FAMILIES AMOUNTING TO $338,037.00.

RESOLUTION NO. 715-10 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO ACCEPT AN AGREEMENT BEGINNING JULY 1, 2015 AND ENDING ON JUNE 30, 2016, BETWEEN HAMILTON COUNTY AND THE CITY OF CHATTANOOGA IN THE AMOUNT OF $30,000.00 TO PROVIDE FINANCIAL ASSISTANCE TO FAMILIES AND INDIVIDUALS TO PREVENT THOSE FAMILIES AND INDIVIDUALS FROM BECOMING HOMELESS.

RESOLUTION NO. 715-11 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH S&ME FOR GEOENVIRONMENTAL SERVICES FOR INSPECTION AND TESTING NECESSARY FOR CONSTRUCTION OF THE DALLAS BAY FIRE HALL FOR AN AMOUNT NOT TO EXCEED $25,000.00.

RESOLUTION NO. 715-12 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH S&ME FOR GEOENVIRONMENTAL SERVICES FOR INSPECTION AND TESTING NECESSARY FOR CONSTRUCTION OF THE TRI-COMMUNITY FIRE HALL FOR AN AMOUNT NOT TO EXCEED $25,522.00.

RESOLUTION NO. 715-13 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH MORELAND ALTOBELLI ASSOCIATES, INC. FOR CONSTRUCTION ENGINEERING INSPECTION NECESSARY FOR THE CONSTRUCTION OF THE SIGNALIZATION AT HIXSON PIKE (SR-319) AND THRASHER PIKE FOR AN AMOUNT NOT TO EXCEED $13,415.00.

RESOLUTION NO. 715-14 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN "OFFER TO PURCHASE" RELATIVE TO TRACTS 19-C (REVISED) AND 19-D OF THE ENTERPRISE SOUTH INDUSTRIAL

PARK, AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE ANCILLARY EASEMENTS, A DEED, AND OTHER NECESSARY CLOSING DOCUMENTS CONVEYING SAID PROPERTY TO GESTAMP CHATTANOOGA, LLC, OR ASSIGNS.

In response to Commissioner Graham's request, Resolution No. 715-14 was pulled from the finance group of resolutions and voted on separately. He noted that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham seconded by Commissioner Mackey, to adopt Resolution No. 715-14.

Chairman Fields asked if there was any discussion. There was none.

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

Commissioner Graham provided details regarding Resolution Nos. 715-5 and 715-7 through 715-13 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Beck, to adopt Resolution Nos. 715-5 and 715-7 through 715-13.

Chairman Fields asked if there was any discussion. There was none.

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

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

Commissioner Haynes reported that a group of El Paso County Colorado elected officials visited Hamilton County this past Thursday. They were interested in observing how Hamilton County conducts governmental business and to learn more about how the county positions itself financially. Mayor Coppinger was unable to attend and he thanked Commissioner Haynes for stepping in and representing Hamilton County.

Mayor Coppinger spoke in detail about Commissioner Boyd's comments during last week's Agenda Session. He clarified that he does not have $4.4 million in discretionary funds to spend as he chooses. The $4.4 million is used to fund such items as forest fire prevention, soil conservation and agricultural programs, the City/County Regional Planning Agency, air pollution control, Humane Educational Society (HES), Chamber of Commerce, Erlanger Hospital, Tech Goes Home program, Chattanooga Area Regional Transportation Agency (CARTA), Urban League, the African American Museum Building and Maintenance, and the Armed Force Parade. In closing he stated all these public service orientated allocations are worthy and many of them originated from the Commission.

Mayor Coppinger pointed out that appropriate funds were not available for Commission's $900,000 discretionary budget amendment. He spoke about the Waste and Wastewater Treatment Authority (WWTA) comments that were made at last week's Agenda Session. He voiced his support for WWTA and noted the strenuous regulations they must abide by.

Mayor Coppinger once again added that WWTA board members are appointed by the County Mayor and confirmed by the County Commission. Five members are appointed, one in each of the following fields: engineering, general, law, finance, and industry/commerce. He noted that Cleveland Grimes, WWTA Executive Director and his staff are held accountable by the WWTA Board of Commissioners. The WWTA Board is not required to report back to the County Board of Commissioners.

In response to Mayor Coppinger's request regarding WWTA salary increases, Alecia Poe, Human Resource Administrator reported that the adjustments were well over due and made to put WWTA on a scale with other county employees.

Attorney Taylor requested that commissioners and the Mayor meet with him in the adjacent conference following today's regular meeting for a brief legal meeting.

Commissioner Beck asked if anyone was present in today's audience to represent the school system. There was no one.

Commissioner Smedley and Commissioner Fairbanks wished everyone a safe and happy Fourth of July.

Commissioner Bankston invited everyone to attend an Independence Day celebration at Veterans Park in Collegedale, TN, Thursday July 3rd at 6:30 pm.

Commissioner Boyd thanked the Mayor for his explanation and proceeded to read a letter into the record addressing comments and actions that took place at last week's agenda session. The letter referenced comments made after the meeting in the Commission Chambers by the Mayor's Chief of Staff Mike Compton as inexcusable. He requested a public apology from both the Mayor and his Chief of Staff. There was no public apology made. A copy of Commissioner Boyd's letter and two news articles from Chattanoogan.com reporting the dispute were submitted to the Clerk's office.

Commissioner Graham spoke about Fourth of July celebrations, his support of the Armed Forces Day parade and the WWTA, and he spoke highly of James Mapp's influence on the community and the testimony from those whose lives he had touched at the funeral service.

Commissioner Mackey wished everyone a happy Fourth of July. He spoke about the Orange Grove Center and the public benefit the organization provides.

Mayor Coppinger responded to Commissioner Boyd's comments and noted that the allocations he previously mentioned were service orientated and benefited the

public as a whole. He disagreed with Commissioner Boyd's attempt to label them as discretionary spending.

Chairman Fields announced the Signal Mountain Lions Club will be hosting their yearly Fourth of July barbeque Saturday, July 5th.

DELEGATIONS

Chairman Fields asked for delegations on matters other than zoning.

Rick Carpenter, a resident at 711 Signal Mountain Road #232, expressed his support for discretionary spending and again addressed the Commission regarding his conflict with the WWTA. He asked questions pertaining to the Commission's authority over the WWTA. He requested an itemized billing statement from the attorney representing the WWTA for all his work over the past year.

HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 1, 2015

There being no further business, Chairman Fields declared the meeting in recess until Wednesday, July 8th 2015 at 9:30 AM.

Respectfully submitted:

_____
William F. (Bill) Knowles, County Clerk

Approved:

_____ _____
Date Clerk's Initials

OFFICE OF THE COUNTY MAYOR
HAMILTON COUNTY, TENNESSEE

RE: REAPPOINTMENT OF DAVID FULTON AS COMMISSIONER OF WALDEN'S RIDGE UTILITY DISTRICT BOARD OF COMMISSIONERS

ORDER

Inasmuch as the term of David Fulton on the Walden's Ridge Utility District Board of Commissioners will expire on July 6, 2015, and said Board has submitted to the County Mayor (pursuant to Tennessee Code Annotated, Section 7-82-307 et seq., as amended) three (3) nominees for consideration to fill said vacancy, in order of preference, including that of David Fulton.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that David Fulton is hereby reappointed to the Walden's Ridge Utility Board of Commissioners for a term of four years, July 6, 2015, and expiring July 6, 2019.

This is the 25th day of June, 2015.

Jim M. Coppinger

Jim M. Coppinger
Hamilton County Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 25th day of June, 2015 before me personally appeared Jim M. Coppinger to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand this 25th day of June, 2015.

RHEUBIN M. TAYLOR
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF HAMILTON

Rheubin M. Taylor

Notary Public

My Commission Expires: May 17, 2017

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): July 13, 2015.

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 1st day of July, 2015.

Jim M. Coppinger

Jim M. Coppinger, County Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

On the 1st day of July, 2015 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 1st day of July, 2015.

RHEUBIN M. TAYLOR
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF HAMILTON

Rheubin M Taylor

Notary Public

My Commission Expires: 5/17/17

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: May 2015

	CRIMINAL AND SESSIONS DIVISIONS	DELINQUENT COLLECTION S DIVISION	TOTAL
REVENUES, per IFAS			
Fees and Commissions			
Criminal Division	$ 48,175.11		$ 48,175.11
Sessions Division	32,633.42		32,633.42
Delinquent Collections		$ 76,078.51	76,078.51
Interest			
Criminal Division	110.72		110.72
Sessions Division	(13.10)		(13.10)
Delinquent Collections		65.79	65.79
Computer Service fees			
Criminal Division	732.30		732.30
Sessions Division	2,465.72		2,465.72
Delinquent Collections			-
Appropriation from Hamilton County			-
TOTAL REVENUES	84,104.17	76,144.30	160,248.47
EXPENDITURES, per IFAS			
Salaries			
Criminal Division	76,702.15		76,702.15
Sessions Division	105,282.54		105,282.54
Delinquent Collections		12,065.80	12,065.80
Employee Benefits - Delinquent Collections		5,309.60	5,309.60
Other operating expenditures			
Criminal Division			-
Delinquent Collections		77,704.63	77,704.63
Other - Adjustments			
Criminal Division	(6,144.81)		(6,144.81)
Sessions Division	(8,384.37)		(8,384.37)
Delinquent Collections		14,529.18	14,529.18
Excess Fees paid to County - Criminal Division			-
TOTAL EXPENDITURES	167,455.51	109,609.21	277,064.72
REVENUES OVER (UNDER) EXPENDITURES	(83,351.34)	(33,464.91)	(116,816.25)
BALANCE AT THE BEGINNING OF MONTH	(107,814.78)	324,651.88	216,837.10
BALANCE AT THE END OF MONTH	$ (191,166.12)	$ 291,186.97	$ 100,020.85

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 May 2015.

Vince Dean
Vince Dean, Criminal Court Clerk

Sworn and subscribed before me this the 1 day of July, 2015

Notary Public Joyce Allen

My Commission Expires: 1-21-18

JOYCE ALLEN STATE OF TENNESSEE NOTARY PUBLIC HAMILTON COUNTY

STATE OF TENNESSEE
Hamilton County

July 15, 2015
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 715-18

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, TO FILE THE BONDS OF HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT, AND THE CERTIFICATE OF DISCHARGE BY THE BOARD OF EQUALIZATION.

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

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

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

WHEREAS, said Bill Knowles has certified according to the records of his office that the persons named on the attached listing labeled **"CERTIFICATE OF DISCHARGE BY THE BOARD OF EQUALIZATION"** have signed the certificate of discharge; 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 therefore; and

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

3. That the persons names on the listing labeled **"THE BONDS OF HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT"** is filed and made a matter of record; and

4. That the persons named on the listing labeled, **"CERTIFICATE OF DISCHARGE BY THE BOARD OF EQUALIZATION"** have signed the certificate of discharge; and

5. That each such person named on the listings hereinabove mentioned (which listings are 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 AND AFTER PASSAGE.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 15, 2015

Date

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
JULY 15, 2015

NAME	RESIDENCE	BUSINESS
Kellye Bennett	16010 Shipley Hollow Road Sale Creek, TN 37373 423-843-0865	Rowlett, Inc. 5311 Old Hixson Pike Hixson, TN 37343 423-877-2474
Karen Berry	11 Lee Drive Ringgold, GA 30736 423-413-8599	2nds In Building Materials, Inc. 6052 Lee Hwy. Chattanooga, TN 37421 423-899-8203
Anjanette Brailsford	4114 McDonald Rd. Apison, TN 37302 423-802-3352	Southern Adventist University 5002 University Drive Collegedale, TN 37315 423-236-2300
Jaime L. Brandon	9295 Broad Leaf Lane Soddy Daisy, TN 37379 423-877-4550	Marshal Mize Ford, Inc. 5348 Hwy. 153 Chattanooga, TN 37343 423-875-2023
D. Meriwether Campbell	824 N. Bragg Avenue Lookout Mtn., TN 37350 423-821-1166	Campbell & Campbell 735 Broad St., Ste. 1200 Chattanooga, TN 37402 423-266-1108
Judy Ann Caputo	8200 Cardinal Cove Chattanooga, TN 37421 423-284-3964	Scott Kanavos 121 Broad Street Cleveland, TN 37311 423-479-9186
Mary F. Carroll	4520 Touch Me Not Trail Chattanooga, TN 37415 423-876-1966	Unum Insurance Co. 1 Fountain Square Chattanooga, TN 37402 423-294-1943
Julie D. Chambers	2507 Jeffery Drive Chattanooga, TN 37421 423-619-3889	Hamilton County Clerk 6135 Heritage Park Drive Chattanooga, TN 37416 423-209-6500
Lisa L. Chapman	701 Indian Avenue Rossville, GA 30741 N/A	Miller & Martin, PLLC 832 Georgia Ave., Ste. 1200 Chattanooga, TN 37402 423-756-6600
Tina Church	1615 Sunray Drive Chattanooga, TN 37412 423-316-2951	N.W.G.B. 7442 Shallowford Road Chattanooga, TN 37412 423-296-1082

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
JULY 15, 2015

NAME	RESIDENCE	BUSINESS
Andrew B. Corbitt	507 Colville Street Chattanooga, TN 37405 615-519-2782	Kerry Smith State Farm 3501-C Dayton Blvd. Chattanooga, TN 37415 423-870-1809
David G. Curtis	3091 Igou Crossing Drive Chattanooga, TN 37421 423-463-1508	Chattanooga Shooting Supply 2600 Walker Road Chattanooga, TN 37421 423-894-3007
Ariunne M. Daniels	200 Waheela Drive Chattanooga, TN 37404 423-825-4239	State of Tennessee 5600 Brainerd Rd., Ste. C-20 Chattanooga, TN 37411 423-296-2325
Deby J. Davis	314 Vine Street Chattanooga, TN 37403 423-504-1627	Hamilton County Gov. 455 N. Highland Park Chattanooga, TN 37404 423-209-6377
Joshua Denton	270 Westbrook Dr., N.W. Cleveland, TN 37312 423-715-3572	T.V.F.C.U. 715 Market Street Chattanooga, TN 37402 423-634-3600
Lauren E. Dukes	6452 Grazing Lane Birchwood, TN 37308 423-838-6027	Century Title & Escrow, Inc. 7047 Lee Hwy., Ste. 205 Chattanooga, TN 37421 423-894-1890
Tina A. Dunn	1443 Roach Hollow Road Ringgold, GA 30736 423-508-4250	Miller & Martin, PLLC 832 Georgia Ave., Ste. 1200 Chattanooga, TN 37402 423-756-6600
Sandy Duvall	221 Ramey Hedges Access Trenton, GA 30752 423-605-1235	Ramsey Trucking, Inc. 731 Pineville Road Chattanooga, TN 37405 423-266-8237
Thea M. Erskine	6009 Old Dayton Pike Chattanooga, TN 37415 931-797-9730	Patrick, Beard, Schulman, et al 537 Market St., Ste. 202 Chattanooga, TN 37402 423-756-7117
Daphne Floyd	12996 Emerald Bay Drive Soddy Daisy, TN 37379 423-762-7770	National Model R.R. Assoc., Inc. 8414 Gulf View Drive Soddy Daisy, TN 37379 423-892-2846

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
JULY 15, 2015

NAME	RESIDENCE	BUSINESS
Jennifer Fritzsch	6554 Harrison Pike Chattanooga, TN 37416 423-799-0463	N/A N/A N/A N/A
C. Gibson	7327 Co. Rd. 14 Flat Rock, AL 35966 423-488-5619	Title Guaranty & Trust Co. 617 Walnut Street Chattanooga, TN 37402 423-266-5751
Heather Hall	2479 Bridge Cir., Apt. 3-200 Chattanooga, TN 37421 423-667-1224	Aim to Serve 450 Saint Andrews Dr. Murfreesboro, TN 37128 423-667-1224
Carolyn R. Harris	296 Marina Hills Circle Charleston, TN 37310 423-364-3997	Miller & Martin, PLLC 832 Georgia Ave., Ste. 1200 Chattanooga, TN 37402 423-756-6600
Wilma Jean Haun	10116 E. Brainerd Road Ooltewah, TN 37363 423-236-4486	Wurth Wood Group 234 Direct Connection Drive Rossville, GA 30741 706-419-4605
Jeannetta L. Hendricks	197 Wooden Loop Road Pikeville, TN 37367 423-447-7222	National Model R.R. Assoc., Inc. 8414 Gulf View Drive Soddy Daisy, TN 37379 423-892-2846
Regina A. Higgins	1320 Hotwater Road Soddy Daisy, TN 37379 423-332-6486	AAA Auto Salvage & Towing 410 Depot Street Soddy Daisy, TN 37379 423-332-4848
Linda K. Jeffers	409 Friar Road Chattanooga, TN 37421 423-667-9847	Lee-Smith, Inc. 2600 Eighth Avenue Chattanooga, TN 37407 423-648-6381
Kelly S. Jones	190 Playhouse Drive Ringgold, GA 30736 706-937-4676	SunTrust Bank 736 Market Street Chattanooga, TN 37402 423-757-3817
Patricia P. Liner	139 Windy Hill Drive Ringgold, GA 30736 423-645-2878	Miller & Martin, PLLC 832 Georgia Ave., Ste. 1200 Chattanooga, TN 37402 423-785-8295

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
JULY 15, 2015

NAME	RESIDENCE	BUSINESS
Celeste B. Longwith	1703 Hickory Valley Road Chattanooga, TN 37421 423-618-8706	Barge. Waggoner, et al 1110 Market Street, St. 200 Chattanooga, TN 37402 423-756-3025
J. Edward Nanney	819 N. Bragg Avenue Lookout Mtn., TN 37350 423-362-5400	Self-Employed 600 Republic Ctr., 633 Chestnut St. Chattanooga, TN 37450 423-305-1704
Heather Pearsall	7310 Standifer Gap Road, #519 Chattanooga, TN 37421 928-830-1961	Chattanooga Chamber of Commerce 811 Broad Street Chattanooga, TN 37402 423-763-4348
Bernadette Picou	10 Mimosa Drive Chattanooga, TN 37415 423-876-8797	Hamilton County Sheriff's Office 600 Market Street Chattanooga, TN 37402 423-209-7005
Brittany Rhoades	2187 Dugan Avenue Chattanooga, TN 37412 423-883-0261	Joshua Weiss, Attorney 801 Broad St., Ste. 428 Chattanooga, TN 37402 423-265-8804
Kim Rock	115 Thrasher Pike Soddy Daisy, TN 37379 423-364-5907	Berean Academy 441 Berean Lane Hixson, TN 37343 423-877-1288
Bethany O. Schulze	6200 Hixson Pike, Apt. 295 Hixson, TN 37343 423-994-7072	Kerry Smith State Farm 3501-C Dayton Blvd. Chattanooga, TN 37415 423-870-1809
Vivian I. Sharp	1616 Prigmore Road East Ridge, TN 37412 423-504-5309	JAI Property Management 5916 Brainerd Rd., #105 Chattanooga, TN 37421 423-320-4040
William M. Smith	7201 Sylvia Trail Chattanooga, TN 37421 423-827-9888	Self-Employed Same Same Same
Susan Straub	1051 Grand Center Road Chickamauga, GA 30707 706-375-7087	National Model R.R. Assoc., Inc. 8414 Gulf View Drive Soddy Daisy, TN 37379 423-892-2846

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
JULY 15, 2015

NAME	RESIDENCE	BUSINESS
Rachel E. Sullivan	1330 Nickel Lane Hixson, TN 37343 423-310-7866	RSS Insurance 6236 Airpark Drive Chattanooga, TN 37422 423-954-9100
Jennifer Taylor	609 Texas Avenue Signal Mtn., TN 37377 423-310-0410	CHI Memorial 5600 Brainerd Rd., Ste. 500 Chattanooga, TN 37411 423-414-3586
Heather Rosemarie Thomas	4715 Bonny Oaks Dr., Apt. 313 Chattanooga, TN 37416 423/475-2299	Leitner, Williams, Dooley, et al 200 W. M.L.K. Blvd. Chattanooga, TN 37402 423-265-0214
Elaine Thomas	6129 Sasha Lane Chattanooga, TN 37416 423-344-7812	T. U. Parks Construction Co. 711 East Main Street Chattanooga, TN 37408 423-648-3800
Crystal Thompson	3684 Dreher Lane Chattanooga, TN 37419 423-779-4277	Southern Rehabilitation Group, PLLC P.O. Box 8827 Chattanooga, TN 37414 423-510-0092
Kendra Troglin	1024 Garnett Avenue Chattanooga, TN 37405 423-364-8036	SunTrust Bank 1301 Taft Hwy. Signal Mtn., TN 37377 423-508-0325
Mia Warn	2003 Dogwood Drive Chattanooga, TN 37404 423-521-6208	Center For Sports Medicine & Orth. 2415 McCallie Avenue Chattanooga, TN 37404 423-697-8840
Jo Ann Williams	4700 Ranger Lane Chattanooga, TN 37416 423-894-1673	Hamilton County Schools N/A N/A N/A
Dianne Williams	7319 Tanya Drive Chattanooga, TN 37341 423-902-3602	Precept Ministries P.O. Box 182218 Chattanooga, TN 37422 423-892-6814
Kristy Wilson	8225 Oxford Drive Hixson, TN 37343 423-255-6235	National Model R.R. Assoc., Inc. 8414 Gulf View Drive Soddy Daisy, TN 37379 423-892-2846

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
JULY 15, 2015

NAME	RESIDENCE	BUSINESS
Coleen M. Wright	4812 Viola Drive Chattanooga, TN 37415 423-227-9411	Riggs & Associates 1206 Pointe Centre Dr., Ste. 140 Chattanooga, TN 37421 423-648-0782
Matt Yankie	108 Shallowford Road Chattanooga, TN 37404 423-602-6161	McBride Law Firm 3496 Brainerd Road Chattanooga, TN 37411 423-698-6027

REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
JULY 15, 2015

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.

NAME	COMMISSION DATE	DATE QUALIFIED
Melissa C. Railey	June 10, 2015	June 18, 2015
Felecia G. Mason	May 26, 2015	June 19, 2015
Elizabeth Jessee	June 10, 2015	June 19, 2015
Amanda Waddle	June 10, 2015	June 19, 2015
Judy Rufener	May 11, 2015	June 19, 2015
Patricia W. Unruh	May 26, 2015	June 19, 2015
James W. Matthew	May 11, 2015	June 19, 2015
Karen Crawford	April 20, 2015	June 19, 2015
Dawn M. Mason	May 11, 2015	June 22, 2015
Anthony Todd Schroder	June 10, 2015	June 22, 2015
Teresa Marshall	May 26, 2015	June 22, 2015
Helen J. Pinkerton	May 26, 2015	June 22, 2015
Karen Grider	June 10, 2015	June 22, 2015
Shelia Stevens	June 10, 2015	June 23, 2015
Arran Grazier Williams	May 26, 2015	June 23, 2015
Charlie L. Ross	June 10, 2015	June 23, 2015
Tina Damron	April 9, 2015	June 23, 2015
Michelle Boyd	June 10, 2015	June 23, 2015
Rhonda G. Wright	June 10, 2015	June 23, 2015
Carey Lewter	May 11, 2015	June 24, 2015
Marlyn Gadd	May 26, 215	June 24, 2015
Lacie K. Boyd	April 20, 2015	June 24, 2015
Blake E. Stephens	June 10, 2015	June 24, 2015
H. Thomas Crump, Jr.	June 10, 2015	June 24, 2015
Sarah Stokes	June 10, 2015	June 24, 2015
Ashlee Wallick	May 26, 2015	June 24, 2015
Dennis J. Sullivan	March 23, 2015	June 25, 2015
Carol K. Doucette	June 10, 2015	June 25, 2015
Jared Jones	February 23, 2015	June 25, 2015
Philip C. Silvers	May 26, 2015	June 25, 2015
Deborah Mavity	May 11, 2015	June 25, 2015
Shelia J. Weightman	May 11, 2015	June 25, 2015
Wendy B. Crumley	June 10, 2015	June 25, 2015
Donna Hardiman	May 26, 2015	June 25, 2015
Gail W. Spaulding	June 10, 2015	June 26, 2015
Donna Gooden	June 10, 2015	June 26, 2015

REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
JULY 15, 2015

NAME	COMMISSION DATE	DATE QUALIFIED
Kay Chisolm Smith	May 11, 2015	June 26, 2015
Lyndia M. Fryar	May 11, 2015	June 26, 2015
Darlene Darilek	April 9, 2015	June 26, 2015
Tanya N. Gann	May 26, 2015	June 26, 2015
Whitney D. Hamrick	May 26, 2015	June 26, 2015
Taniia K. Hymer	May 26, 2015	June 29, 2015
Amanda Dietz	May 26, 2015	June 29, 2015
Letitia M. Rackley	May 19, 2015	June 29, 2015
Leigh Ann Thibadoux	February 10, 2015	June 29, 2015
Vicki S. Daugherty	May 26, 2015	June 30, 2015
M. Kay Datz	May 26, 2015	June 30, 2015
Charles Wright, Jr.	June 29, 2015	June 30, 2015
Patricia E. Schild	June 23, 2015	June 30, 2015
Angela C. Blevins	June 10, 2015	June 30, 2015
Tonya L. Lewis	June 10, 2015	July 1, 2015
Christina Hinson	June 10, 2015	July 1, 2015
J. E. Carthen	May 26, 2015	July 1, 2015
Vanessa A. Jackson	March 9, 2015	July 1, 2015
Donna Parrish	June 10, 2015	July 1, 2015
Wendi Lee Boyd	May 26, 2015	July 1, 2015
Cathy W. Muncy	June 22, 2105	July 2, 2015
Mary Beth McNeese	June 10, 2015	July 2, 2015
Deborah Dennis	June 10, 2015	July 2, 2015

REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
THE BONDS OF HAMILTON COUNTY 911 EMERGENCY
COMMUNICATIONS DISTRICT
JULY 15, 2015

The individuals listed below have submitted to the County Clerk a bond as required by law.

	Amount of Bond	**Date of Oath**
Richard L. Brown, Vice Chairman - Board of Directors	$298,785.00	June 4, 2015
Daisy W. Madison, Treasurer – Board of Directors	$298,785.00	June 9, 2015
Donald Allen, Sr., Chairman – Board of Directors	$298,785.00	June 11, 2015
Brenda D. Heffner, Secretary – Board of Directors	$298,785.00	June 11, 2015
Edward M. Phillips, Secretary – Board of Directors	$298,785.00	June 11, 2015
Jeffrie J. Donnick Director of Administration	$298, 785.00	June 22, 2015

MB_____
PAGE_____

SURETY'S BOND NO. 8747828

Hamilton County 911

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

KNOW ALL MEN BY THESE PRESENTS:

That Richard L Brown of Hamilton County 911 Emergency Communications District, of Chattanooga, Tennessee, as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto **THE STATE OF TENNESSEE** in the full amount of Two hundred ninety eight thousand seven hundred eighty five Dollars ($ 298,785.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly authorized to receive, access, or make expenditures from public funds of and for Hamilton County 911 Emergency Communications District, in the office of, employment, or authorized activity as Vice Chariman - Board of Directors of and for the named Emergency Communications District for the ___ year term beginning on the 15th day of February, 2015 and ending on the 15th day of February, 2016, and in such office, employment, or authorized activity is required to give this bond by T. C. A. § 7-86-119.

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

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

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

WITNESS our hands and seals this 28th day of May, 2015.

WITNESS – ATTEST: Mary Scott

PRINCIPAL: Richard L. Brown

COUNTERSIGNED BY: Cherie Wade
Tennessee Resident Agent

SURETY: by: Rhonda Talley
Rhonda Talley
Attorney-in-Fact

(Attach evidence of authority to execute bond)

DEBORA MONTGOMERY STATE OF TENNESSEE NOTARY PUBLIC HAMILTON COUNTY MY COMMISSION EXPIRES 8-13-2017

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF Hamilton

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

Witness my hand and seal this 4 day of June, 2015.

My Commission Expires:
8-13-2017, 2____.

Debora Montgomery
Notary Public

(over)

ACKNOWLEDGEMENT OF SURETY

STATE OF Tennessee
COUNTY OF Davidson

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

Witness my hand and seal this 28th day of May, 2015.

My Commission Expires:
August 23, 2016.

BARBARA T. DRIEBLEBIS
TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires AUG 23, 2016

Barbara T. Driebelbis
Notary Public

APPROVAL AND CERTIFICATION

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

Bond and Sureties approved by Don Allen Chairman of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, on this 11th day of June, 2015.

Signed: Don Allen
Chairman of the Board of Directors

CERTIFICATION:

I, Edward Phillips Secretary of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, hereby certify that the foregoing bond was approved by the Board of Directors of said Emergency Communications District on the 11th day of June, 2015, and entered upon the minutes thereof.

Signed: Edward Phillips
Secretary of the Board of Directors

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

FOR USE BY REGISTER OF DEEDS

SECTION III.

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____, 2____.

Signed: _____
County Clerk

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

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

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

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

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

ATTEST:

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

By: _____
Assistant Secretary
Gregory E. Murray

_____
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

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

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

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

POA-F 164-6044

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28 day of May, 2015.

Geoffrey Delisio

Geoffrey Delisio, Vice President

SURETY'S BOND NO. 4002769

Hamilton County 911

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

KNOW ALL MEN BY THESE PRESENTS:

That Daisy W Madison of Hamilton County 911 Emergency Communications District, of Chattanooga, Tennessee, as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto **THE STATE OF TENNESSEE** in the full amount of Two hundred ninety eight thousand seven hundred eighty five Dollars ($ 298,785.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly authorized to receive, access, or make expenditures from public funds of and for Hamilton County 911 Emergency Communications District, in the office of, employment, or authorized activity as Treasurer - Board of Directors of and for the named Emergency Communications District for the ___ year term beginning on the 15th day of February, 2015 and ending on the 15th day of February, 2016, and in such office, employment, or authorized activity is required to give this bond by T. C. A. § 7-86-119.

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

That if the said Daisy W Madison, Principal, shall:

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

WITNESS our hands and seals this 28th day of May, 2015.

WITNESS – ATTEST:

COUNTERSIGNED BY:

Tennessee Resident Agent

PRINCIPAL:

SURETY:

by: Rhonda Talley

Rhonda Talley

Attorney-in-Fact

(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF Hamilton

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

Witness my hand and seal this 9th day of June, 2015.

My Commission Expires:
July 22, 2017.

Notary Public

SHERRYL L. APPLEBERRY
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

(over)

CT-0364 (Rev 07-13)

ACKNOWLEDGEMENT OF SURETY

STATE OF Tennessee
COUNTY OF Davidson

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

Witness my hand and seal this 28th day of May, 2015.

My Commission Expires: August 23, 2016.

Barbara T. Dreibelbis
Notary Public

BARBARA T. DREIBELBIS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires AUG. 23, 2016

APPROVAL AND CERTIFICATION

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

Bond and Sureties approved by Don Allen Chairman of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, on this 11th day of June, 2015.

Signed: Don Allen
Chairman of the Board of Directors

CERTIFICATION:

I, Edward Phillips Secretary of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, hereby certify that the foregoing bond was approved by the Board of Directors of said Emergency Communications District on the 11th day of June, 2015, and entered upon the minutes thereof.

Signed:
Secretary of the Board of Directors

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

FOR USE BY REGISTER OF DEEDS

SECTION III.

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____, 2____.

Signed:
County Clerk

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

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

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

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

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

ATTEST:

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

By: _____
Assistant Secretary
Gregory E. Murray

_____
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

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

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

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

POA-F 164-6044

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28 day of May, 2015.

Geoffrey Delisio

Geoffrey Delisio, Vice President

SURETY'S BOND NO. 4002767

Hamilton County 911

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

KNOW ALL MEN BY THESE PRESENTS:

That Donald Allen, Sr of Hamilton County 911 Emergency Communications District, of Chattanooga, Tennessee, as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto **THE STATE OF TENNESSEE** in the full amount of Two hundred ninety eight thousand seven hundred eighty five Dollars ($ 298,785.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly authorized to receive, access, or make expenditures from public funds of and for Hamilton County 911 Emergency Communications District, in the office of, employment, or authorized activity as Chairman - Board of Directors of and for the named Emergency Communications District for the ___ year term beginning on the 15th day of February, 2015 and ending on the 15th day of February, 2016, and in such office, employment, or authorized activity is required to give this bond by T. C. A. § 7-86-119.

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

That if the said Donald Allen, Sr, Principal, shall:

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

WITNESS our hands and seals this 28th day of May, 2015.

WITNESS – ATTEST: Brenda Heffner

PRINCIPAL: Don Allen

COUNTERSIGNED BY: Cherie Hall
Tennessee Resident Agent

SURETY:
by: Rhonda Talley
Rhonda Talley
Attorney-in-Fact

(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF Hamilton

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

Witness my hand and seal this 11th day of June, 2015.

My Commission Expires: 6/16, 2017.

Jeffrey Donnick
Notary Public

JEFFREY H. DONNICK
STATE OF TENNESSEE
NOTARY PUBLIC
HAMILTON COUNTY

(over)

CT-0364 (Rev 07-13)

RDA 903

ACKNOWLEDGEMENT OF SURETY

STATE OF Tennessee
COUNTY OF Davidson

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

Witness my hand and seal this 28th day of May, 2015.

My Commission Expires:
August 23, 2016.

Barbara T. Dreibelbis
Notary Public

BARBARA T. DREIBELBIS NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY, TENN.

My Commission Expires AUG 23, 2016

APPROVAL AND CERTIFICATION

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

Bond and Sureties approved by Don Allen Chairman of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, on this 11th day of June, 2015.

Signed: Don Allen
Chairman of the Board of Directors

CERTIFICATION:

I, Edward Phillips Secretary of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, hereby certify that the foregoing bond was approved by the Board of Directors of said Emergency Communications District on the 11th day of June, 2015, and entered upon the minutes thereof.

Signed:
Secretary of the Board of Directors

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

FOR USE BY REGISTER OF DEEDS

SECTION III.

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____, 2____.

Signed:
County Clerk

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

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

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

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

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

ATTEST:

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

By: _____
Assistant Secretary
Gregory E. Murray

_____
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

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

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

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

POA-F 164-6044

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28 day of May, 2015.

Geoffrey Delisio

Geoffrey Delisio, Vice President

SURETY'S BOND NO. 9053302

Hamilton County 911

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

KNOW ALL MEN BY THESE PRESENTS:

That Brenda D Heffner of Hamilton County 911 Emergency Communications District, of Chattanooga, Tennessee, as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto **THE STATE OF TENNESSEE** in the full amount of Two hundred ninety eight thousand seven hundred eighty five Dollars ($ 298,785.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly authorized to receive, access, or make expenditures from public funds of and for Hamilton County 911 Emergency Communications District, in the office of, employment, or authorized activity as Secretary-Board of Directors of and for the named Emergency Communications District for the ___ year term beginning on the 2nd day of June, 2015 and ending on the 2nd day of June, 2016, and in such office, employment, or authorized activity is required to give this bond by T. C. A. § 7-86-119.

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

That if the said Brenda D Heffner, Principal, shall:

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

WITNESS our hands and seals this 28th day of May, 2015.

WITNESS – ATTEST: Levon Reynolds

PRINCIPAL: Brenda D. Heffner

COUNTERSIGNED BY: Cherie Wall
Tennessee Resident Agent

SURETY: by: Rhonda Talley
Rhonda Talley
Attorney-in-Fact

(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF Hamilton

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

Witness my hand and seal this 11th day of June, 2015.

My Commission Expires: 6/6, 2017.

Jeffrey J. Donnick
Notary Public

JEFFREY J. DONNICK STATE OF TENNESSEE NOTARY PUBLIC HAMILTON COUNTY

(over)

CT-0364 (Rev 07-13)

RDA 903

ACKNOWLEDGEMENT OF SURETY

STATE OF Tennessee
COUNTY OF Davidson

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

Witness my hand and seal this 28th day of May, 2015.

My Commission Expires: August 23, 2016.

Barbara T. Dreibelbis
Notary Public

BARBARA T. DREIBELBIS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires AUG 23, 2016

APPROVAL AND CERTIFICATION

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

Bond and Sureties approved by Don Allen Chairman of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, on this 11th day of June, 2015.

Signed: Don Allen
Chairman of the Board of Directors

CERTIFICATION:

I, Edward Phillips Secretary of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, hereby certify that the foregoing bond was approved by the Board of Directors of said Emergency Communications District on the 11th day of June, 2015, and entered upon the minutes thereof.

Signed: Edward Phillips
Secretary of the Board of Directors

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

FOR USE BY REGISTER OF DEEDS

SECTION III.

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____, 2____.

Signed: _____
County Clerk

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

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

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

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

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

ATTEST:

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

By: _____
Assistant Secretary
Gregory E. Murray

_____
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

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

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

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

POA-F 164-6044

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28 day of May, 20 18.

Geoffrey Delisio

Geoffrey Delisio, Vice President

SURETY'S BOND NO. 8747844

Hamilton County 911

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

KNOW ALL MEN BY THESE PRESENTS:

That Edward M Phillips of Hamilton County 911 Emergency Communications District, of Chattanooga, Tennessee, as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto **THE STATE OF TENNESSEE** in the full amount of Two hundred ninety eight thousand seven hundred eighty five Dollars ($ 298,785.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly authorized to receive, access, or make expenditures from public funds of and for Hamilton County 911 Emergency Communications District, in the office of, employment, or authorized activity as Secretary-Board of Directors of and for the named Emergency Communications District for the ___ year term beginning on the 11th day of January, 2015 and ending on the 11th day of January, 2016, and in such office, employment, or authorized activity is required to give this bond by T. C. A. § 7-86-119.

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

That if the said Edward M Phillips, Principal, shall:

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

WITNESS our hands and seals this 28th day of May, 2015

WITNESS – ATTEST: Brenda Hoffman

PRINCIPAL: Don Allen

COUNTERSIGNED BY: Cherie Wall
Tennessee Resident Agent

SURETY: by: Rhonda Talley
Rhonda Talley
Attorney-in-Fact

(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF Hamilton

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

Witness my hand and seal this 11th day of June, 2015.

My Commission Expires: 6/6, 2017.

Jeffrey J. Dornick
Notary Public

JEFFREY J. DORNICK NOTARY PUBLIC STATE OF TENNESSEE HAMILTON COUNTY

(over)

ACKNOWLEDGEMENT OF SURETY

STATE OF Tennessee
COUNTY OF Davidson

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

Witness my hand and seal this 28th day of May, 2015.

My Commission Expires: August 23, 2016.

Barbara T. Dreibelbis
Notary Public

BARBARA T. DREIBELBIS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires AUG 23, 2016

APPROVAL AND CERTIFICATION

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

Bond and Sureties approved by Don Allen Chairman of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, on this 11th day of June, 2015.

Signed: Don Allen
Chairman of the Board of Directors

CERTIFICATION:

I, Edward Phillips Secretary of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, hereby certify that the foregoing bond was approved by the Board of Directors of said Emergency Communications District on the 11th day of June, 2015, and entered upon the minutes thereof.

Signed: Edward Phillips
Secretary of the Board of Directors

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

FOR USE BY REGISTER OF DEEDS

SECTION III.

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____, 2____.

Signed: _____
County Clerk

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

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

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

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

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

ATTEST:

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

By: _____
Assistant Secretary
Gregory E. Murray

_____
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

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

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

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

POA-F 164-6044

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28 day of May, 2015.

Geoffrey Delisio

Geoffrey Delisio, Vice President

SURETY'S BOND NO. 4003045

Hamilton County 911

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

KNOW ALL MEN BY THESE PRESENTS:

That Jeffrie J. Donnick of Hamilton County 911 Emergency Communications District, of Chattanooga, Tennessee, as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto **THE STATE OF TENNESSEE** in the full amount of Two hundred ninety eight thousand seven hundred eighty five Dollars ($ 298,785.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly authorized to receive, access, or make expenditures from public funds of and for Hamilton County 911 Emergency Communications District, in the office of, employment, or authorized activity as Director of Administration of and for the named Emergency Communications District for the ___ year term beginning on the 15th day of February, 2015 and ending on the 15th day of February, 2016, and in such office, employment, or authorized activity is required to give this bond by T. C. A. § 7-86-119.

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

That if the said Jeffrie J. Donnick, Principal, shall:

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

WITNESS our hands and seals this 28th day of May, 2015.

WITNESS - ATTEST:

PRINCIPAL: Jeffrie J Donnick

SURETY:

by: Rhonda Talley
Rhonda Talley
Attorney-in-Fact

(Attach evidence of authority to execute bond)

COUNTERSIGNED BY: Cherie Walk
Tennessee Resident Agent

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF Hamilton

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

Witness my hand and seal this 22nd day of June, 2015.

My Commission Expires: Oct 4, 2017.

Notary Public

RACHEL LEE STATE OF TENNESSEE NOTARY PUBLIC HAMILTON COUNTY

(over)

ACKNOWLEDGEMENT OF SURETY

STATE OF Tennessee
COUNTY OF Davidson

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

Witness my hand and seal this 28th day of May, 2015.

My Commission Expires: August 23, 2016.

BARBARA TRIBBLE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires AUG 23, 2016

Barbara T Tribble
Notary Public

APPROVAL AND CERTIFICATION

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

Bond and Sureties approved by Don Allen Chairman of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, on this 11th day of June, 2015.

Signed: Don Allen
Chairman of the Board of Directors

CERTIFICATION:

I, Edward Phillips Secretary of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, hereby certify that the foregoing bond was approved by the Board of Directors of said Emergency Communications District on the 11th day of June, 2015, and entered upon the minutes thereof.

Signed:
Secretary of the Board of Directors

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

FOR USE BY REGISTER OF DEEDS

SECTION III.

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____, 2____.

Signed:
County Clerk

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

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

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

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

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

ATTEST:

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

By: _____
Assistant Secretary
Gregory E. Murray

_____
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

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

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

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

POA-F 164-6044

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28 day of May, 2018.

Geoffrey Delisio

Geoffrey Delisio, Vice President

REPORT FROM THE OFFICE OF THE COUNTY CLERK TO THE HAMILTON COUNTY COMMISSION CERTIFICATE OF DISCHARGE BY THE BOARD OF EQUALIZATION JULY 15, 2015

The individuals listed below signed the certificate of discharge oath as prescribed by law on the date indicated.

NAME	DATE OF OATH
Lora Dawson	June 30, 2015
Grady Rhoden	June 30, 2015
Leroy F. Grant	June 30, 2015
Jesse Kukier	June 30, 2015
Thomas N. Tomisek	June 30, 2015

MB_____
PAGE_____

CERTIFICATE OF DISCHARGE

"We, the undersigned members of the board of equalization of __Hamilton__ County, do hereby certify that we have examined the assessments and classifications of taxable property within the county; we have heard and considered all appeals of such taxpayers as have duly made complaint to the county board of equalization; we have made only such changes in assessments and classifications as in our judgment are proper, just and equitable and and are prescribed by law; and we have faithfully discharged all our duties without fear, favor, or affection to the best of our knowledge and ability in accordance with the laws of the state of Tennessee."

"Witness our hand this __30__ day of _____June_____, ~~2016~~ 2015."

Lora Dawson
Member

Grady Rhyden
Member

Leroy F. Grant
Member

Member

Thomas J. Zonnit
Member

Member

Member

Member

Member

Member

RECEIVED
Date 6-30-15
By Debbie Roberts
W.F. (Bill) Knowles
County Clerk

Enc. 7 5/98

STATE OF TENNESSEE
Hamilton County

July 15, 2015
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 715-19

A RESOLUTION CONFIRMING THE JOINT REAPPOINTMENT BY THE COUNTY MAYOR AND THE MAYOR OF THE CITY OF CHATTANOOGA OF ONE MEMBER TO THE CHATTANOOGA-HAMILTON COUNTY AIR POLLUTION CONTROL BOARD FOR A TERM ENDING JULY 19, 2019.

WHEREAS, pursuant to Tennessee Code Annotated, Section 68-201-115, Resolutions No. 882-24 and 995-16, certain members are jointly appointed by the County Mayor and the Mayor of the City of Chattanooga and confirmed by their respective legislative bodies; and,

WHEREAS, the County Mayor and the Mayor of the City of Chattanooga have reappointed Robert Lynch. The term begins July 19, 2015 and expires July 19, 2019;

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

That the joint reappointment of Robert Lynch to the Chattanooga-Hamilton County Air Pollution Control Board is hereby confirmed for the term as noted above.

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

CERTIFICATION OF ACTION

Approved: ☐
Rejected: ☐

County Clerk

Approved: ☐
Vetoed: ☐

County Mayor

July 15, 2015
Date

Robert Lynch
3421 Kings Cove
Chattanooga, TN 37416
855-0692

Robert Lynch has nearly 40 years of experience as a business owner and contractor. He worked for Stein Construction from 1966-1995, Gamble Construction from 1995-1999 and has owned his own firm, D.R. Lynch Construction Company, LLC, from 2000-present. He has been a member of the Air Pollution Control Board since 1992.

STATE OF TENNESSEE
Hamilton County

July 15, 2015
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 715-20A

(P.C. NO. 2015-074)

A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT AND R-2A RURAL RESIDENTIAL DISTRICT TO M-2 WHOLESALE AND LIGHT INDUSTRY DISTRICT, PROPERTY LOCATED AT 1221 BIRMINGHAM HIGHWAY

WHEREAS, Wendell Robinson petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District and R-2A Rural Residential District to M-2 Wholesale and Light Industry District, property located at 1221 Birmingham Highway, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Wendell Robinson 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 July 15, 2015, concerning the passage of this Resolution as required by law, and such 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 and R-2A Rural Residential District to M-2 Wholesale and Light Industry District, property located at 1221 Birmingham Highway. An unplatted tract of land located at 1221 Birmingham Highway, being the property described in Deed Book 5487, Page 620, ROHC. Tax Map 166P-A-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

July 15, 2015

Date

2015-074 Hamilton County
June 8, 2015

RESOLUTION

WHEREAS, Wendell Robinson petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning A-1 Agricultural District and R-2A Rural Residential District to M-2 Wholesale and Light Industry District, property located at 1221 Birmingham Highway.

An unplatted tract of land located at 1221 Birmingham Highway, being the property described in Deed Book 5487, Page 620, ROHC. Tax Map 166P-A-008 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on June 8, 2015,

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

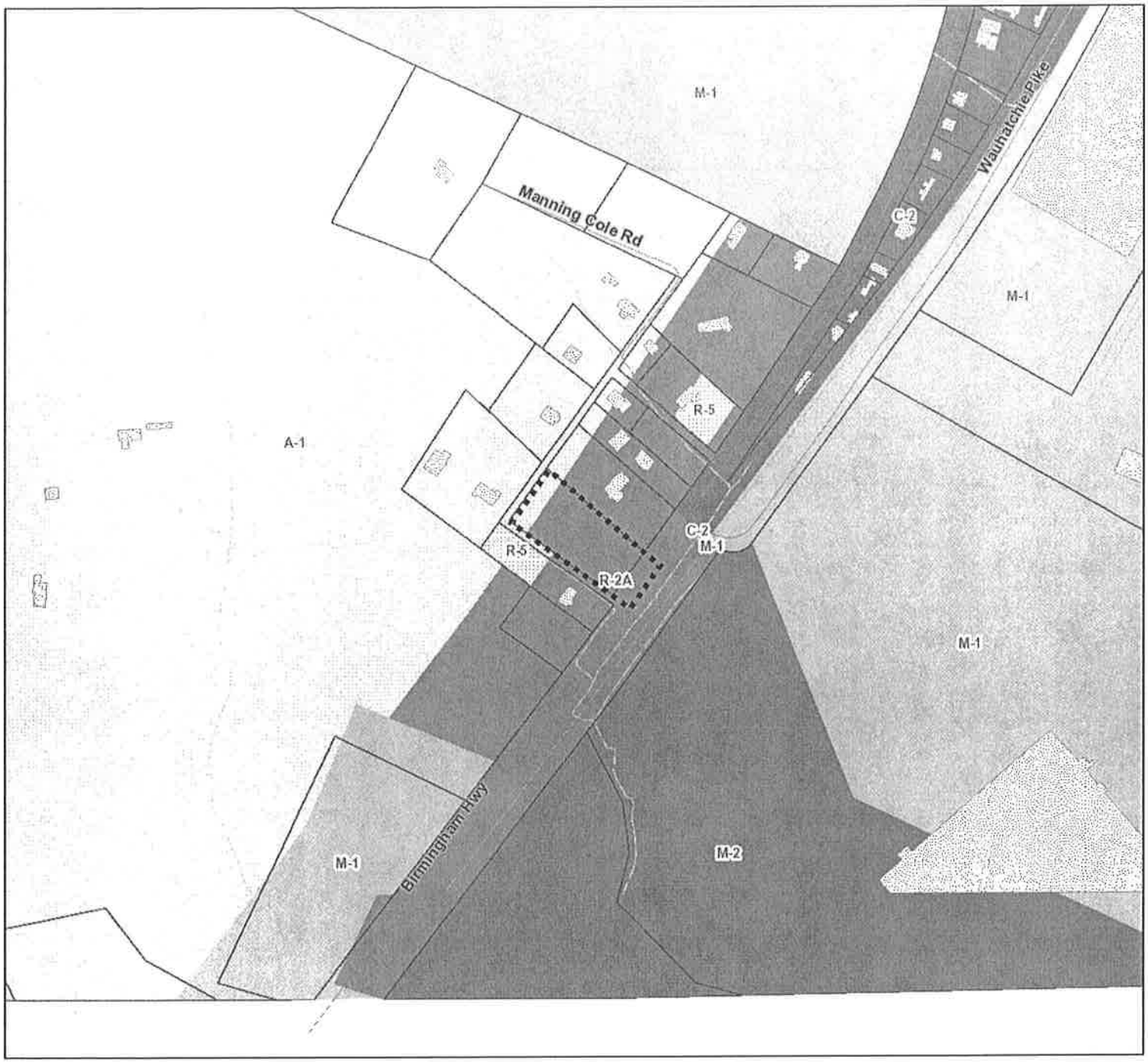
AND WHEREAS, no one was present in opposition to the petition,

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

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on June 8, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved, subject to providing a Type B Screen (20 foot buffer planted with evergreen trees/shrubs and one row of shade trees spaced 35 feet on center) as defined by the Hamilton County Zoning Regulations along the northeastern property lines where the property abuts tax parcels 116P-A-007 and 116P-A-016 or M-2 screening as required by the Hamilton County Landscape Regulations, whichever is greater.

Respectfully submitted,

John Bridger
Secretary



2015-074 Rezoning from A-1 and R-2A to M-2

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2015-074: Approve, subject to providing a Type B Screen (20 foot buffer planted with evergreen trees/shrubs and one row of shade trees spaced 35 feet on center) as defined by the Hamilton County Zoning Regulations along the northeastern property lines where the property abuts tax parcels 116P-A-007 and 116P-A-016 or M-2 screening as required by the Hamilton County Landscape Regulations, whichever is greater.

North

380 ft

Chattanooga Hamilton County Regional Planning Agency

RPA

Chattanooga-Hamilton County Regional

PLANNING COMMISSION CASE REPORT

Case Number: 2015-074 **PC Meeting Date:** 06-08-15

Applicant Request

Rezone R-2A Rural Residential District & A-1 Agricultural to M-2 Wholesale and Light Industry District

Property Location:	**1221 Birmingham Highway (unincorporated Hamilton County)**
Property Owner:	**Wendell Robinson**
Applicant:	**Wendell Robinson**

Project Description

- Proposal: Continue using the site for a material storage yard for wire, pipes, dumpsters, and other construction materials as it has been for 35 years. The site is surrounded by a 6-foot high chain link fence
- The request is the result of a zoning enforcement response to a complaint about junk being displayed for sale on the property. As a result of the enforcement response, Hamilton County Building Inspection office notified the property owner that the property was not properly zoned.
- Proposed Access: Birmingham Highway.

Site Analysis

Site Description

- Location: The 1.15-acre site is located on the west side of Birmingham Highway approximately 130 feet south of the intersection with Wauhatchie Pike.
- Current Access: Birmingham Highway
- Current Land Uses: The property is bordered by four single family homes to the southwest, northwest and northeast. The applicant owns two of the four single family homes.

Zoning History

- The site is currently zoned R2A Rural Residential District (1 acre) and A1 Agricultural District at the rear (0.15 acre).
- The property to the north is zoned R2A Rural Residential and A1 Agricultural Districts. The property to the east across the street is zoned M2 Wholesale and Light Industry District. The property to the south is zoned R2A Rural Residential and A1 Agricultural Districts. The property to the west is zoned A1 Agricultural District.
- The nearest M2 Wholesale and Light Industry District (same as the request) is approximately 160 feet to the east across the highway from the site.
- There has been no recent zoning activity on this site.

Plans/Policies/Regulations

- The 2003 Lookout Valley Land Use Plan recommends Business and Technology uses for this area. The Plan further states, "Expansion of industrial land uses into this area is recommended; however, this expansion should not be done on a parcel by parcel basis. Expansion should occur on all parcels in a coordinated fashion in order to avoid a mixture of incompatible industrial and residential uses."
- The requested M2 Wholesale and Light Industry District permits a long list of about 60 manufacturing, processing, wholesale and commercial activities as well as *contractors storage yards* and *lumber yards*.

Key Findings

- While the proposed use has existed for many years, the property is surrounded on three sides by single family dwellings which does create concern for long-term compatibility of this site. The complaint which led to this request is an indication of the compatibility challenges for an M-2 zone immediately abutting single family dwellings.
- The adopted Land Use Plan does consider the expansion of industrial land uses into this area, but only as a consolidated proposal: "Expansion should occur on all parcels in a coordinated fashion in

order to avoid a mixture of incompatible industrial and residential uses." The plan specifically discourages parcel by parcel rezoning.

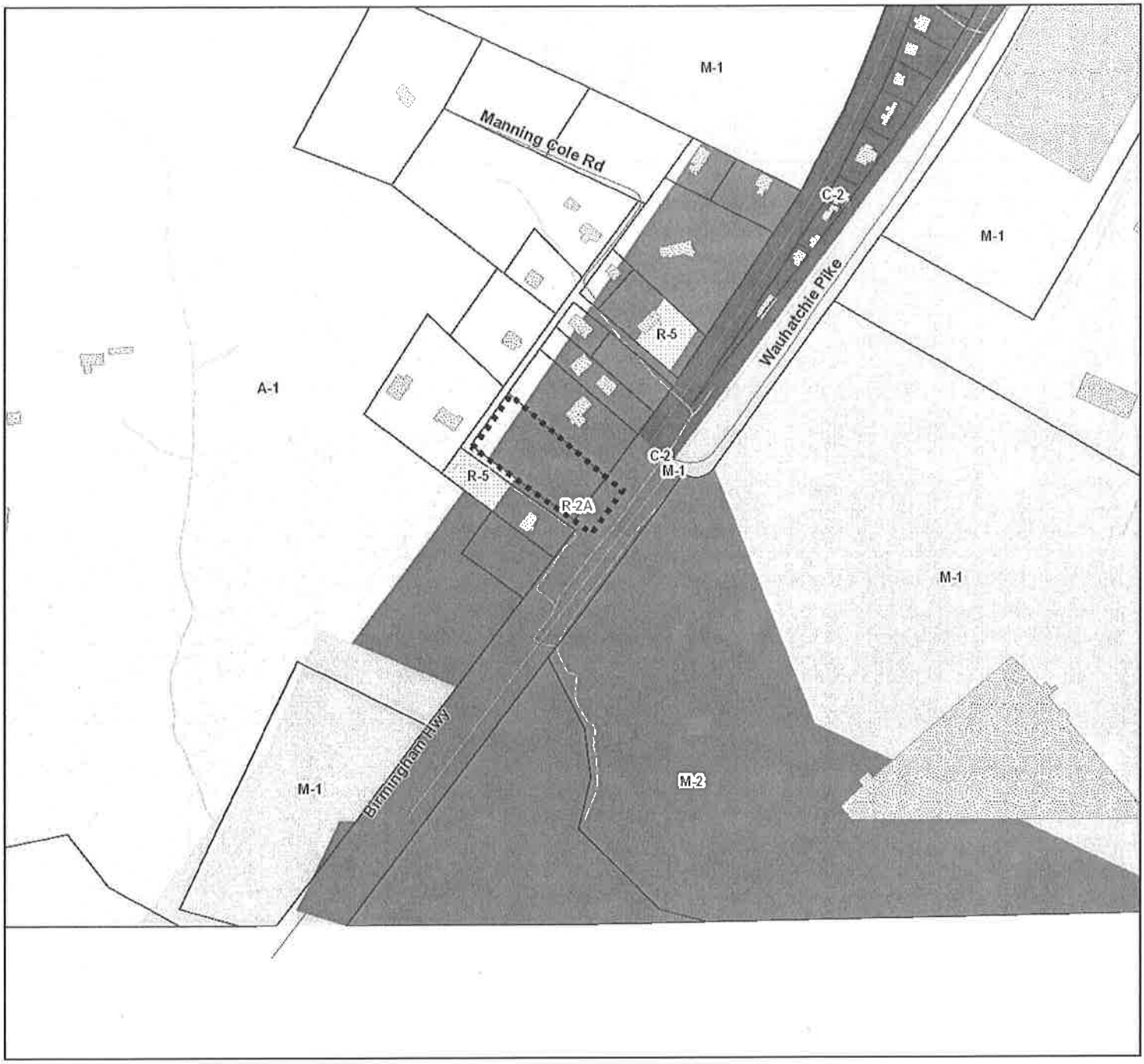
- The proposal would set a precedent for future requests on the west side of Highway 11, and this type of parcel by parcel industrial rezoning is not recommended. There are M-2 Wholesale and Light Industry District zones near this property, but the M-2 parcels within 1,000 feet of the subject parcel are approximately 36 acres in average size and range from 6.5 acres to 105 acres. This request is for 1.15 acres.
- If the request were to be approved, staff would recommend that the following conditions be considered: a) no outdoor storage of materials or equipment, and b) provide a Type B Screen (20 ft buffer planted with evergreen trees/shrubs and one row of shade trees spaced 35 feet on center) as defined by the Hamilton County zoning regulations along the northeastern property line.

Staff Recommendation

Deny.

If Planning Commission recommends approval, it should be subject to the following conditions:

1. No outdoor storage of materials or equipment; and
2. Provide a Type B Screen (20 ft buffer planted with evergreen trees/shrubs and one row of shade trees spaced 35 feet on center) as defined by the Hamilton County zoning regulations along the northeastern property lines where the property abuts tax parcels 116P-A007 and 116P-A016.



2015-074 Rezoning from A-1 and R-2A to M-2

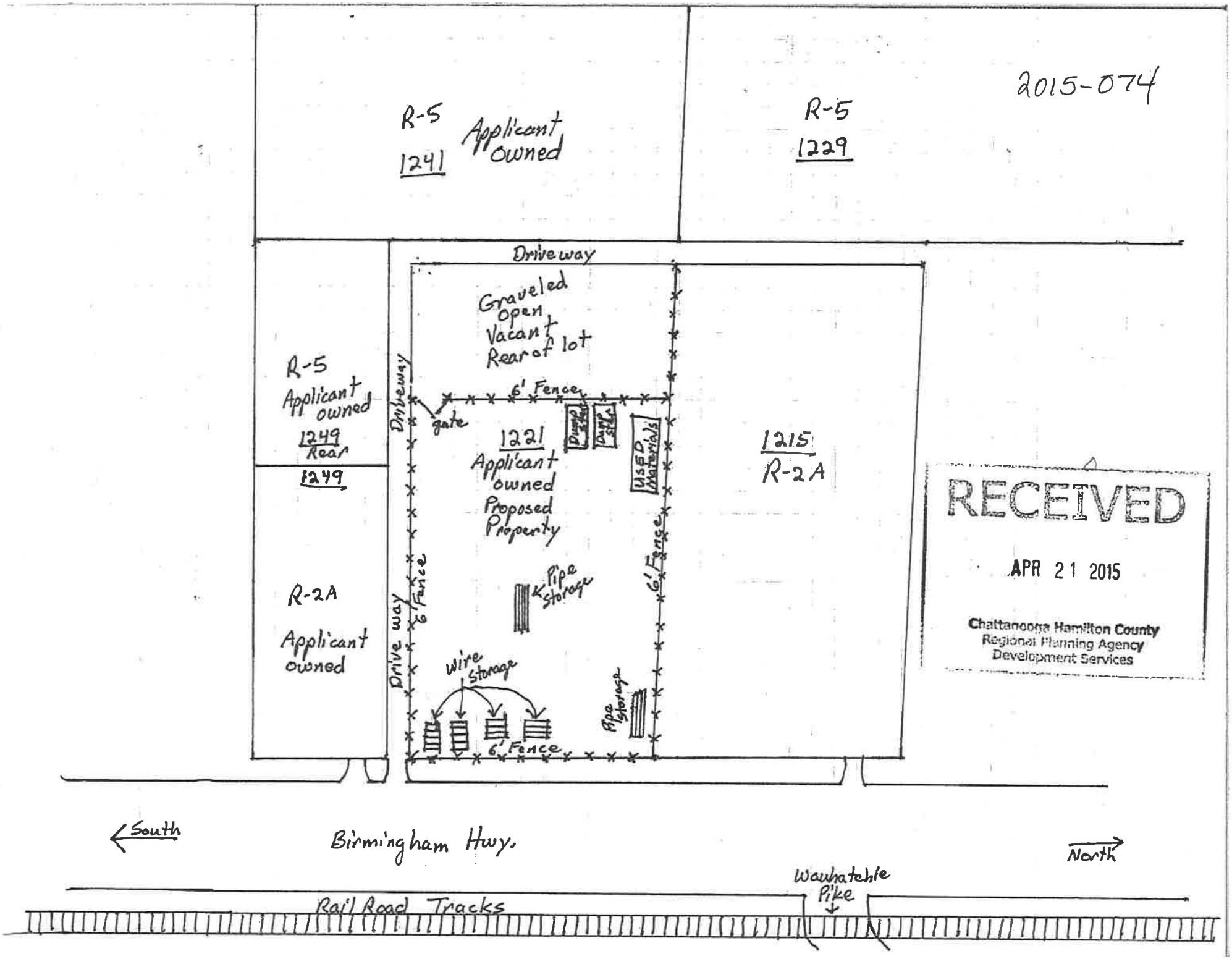
North

380 ft

Chattanooga Hamilton County Regional Planning Agency

RPA

2015-074



RECEIVED
APR 21 2015
Chattanooga Hamilton County
Regional Planning Agency
Development Services

STATE OF TENNESSEE
Hamilton County

July 15, 2015
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 715-20B

(P.C. NO. 2015-074)

A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT AND R-2A RURAL RESIDENTIAL DISTRICT TO M-2 WHOLESALE AND LIGHT INDUSTRY DISTRICT, PROPERTY LOCATED AT 1221 BIRMINGHAM HIGHWAY

WHEREAS, Wendell Robinson petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District and R-2A Rural Residential District to M-2 Wholesale and Light Industry District, property located at 1221 Birmingham Highway, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Wendell Robinson 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 July 15, 2015, concerning the passage of this Resolution as required by law, and such 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 providing a Type B Screen (20 foot buffer planted with evergreen trees/shrubs and one row of shade trees spaced 35 feet on center) as defined by the Hamilton County Zoning Regulations along the northeastern property lines where the property abuts tax parcels 116P-A-007 and 116P-A-016 or M-2 screening as required by the Hamilton County Landscape Regulations, whichever is greater,*** from A-1 Agricultural District and R-2A Rural Residential District to M-2 Wholesale and Light Industry District, property

located at 1221 Birmingham Highway. An unplatted tract of land located at 1221 Birmingham Highway, being the property described in Deed Book 5487, Page 620, ROHC. Tax Map 166P-A-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

July 15, 2015

Date

2015-074 Hamilton County
June 8, 2015

RESOLUTION

WHEREAS, Wendell Robinson petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning A-1 Agricultural District and R-2A Rural Residential District to M-2 Wholesale and Light Industry District, property located at 1221 Birmingham Highway.

An unplatted tract of land located at 1221 Birmingham Highway, being the property described in Deed Book 5487, Page 620, ROHC. Tax Map 166P-A-008 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on June 8, 2015,

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

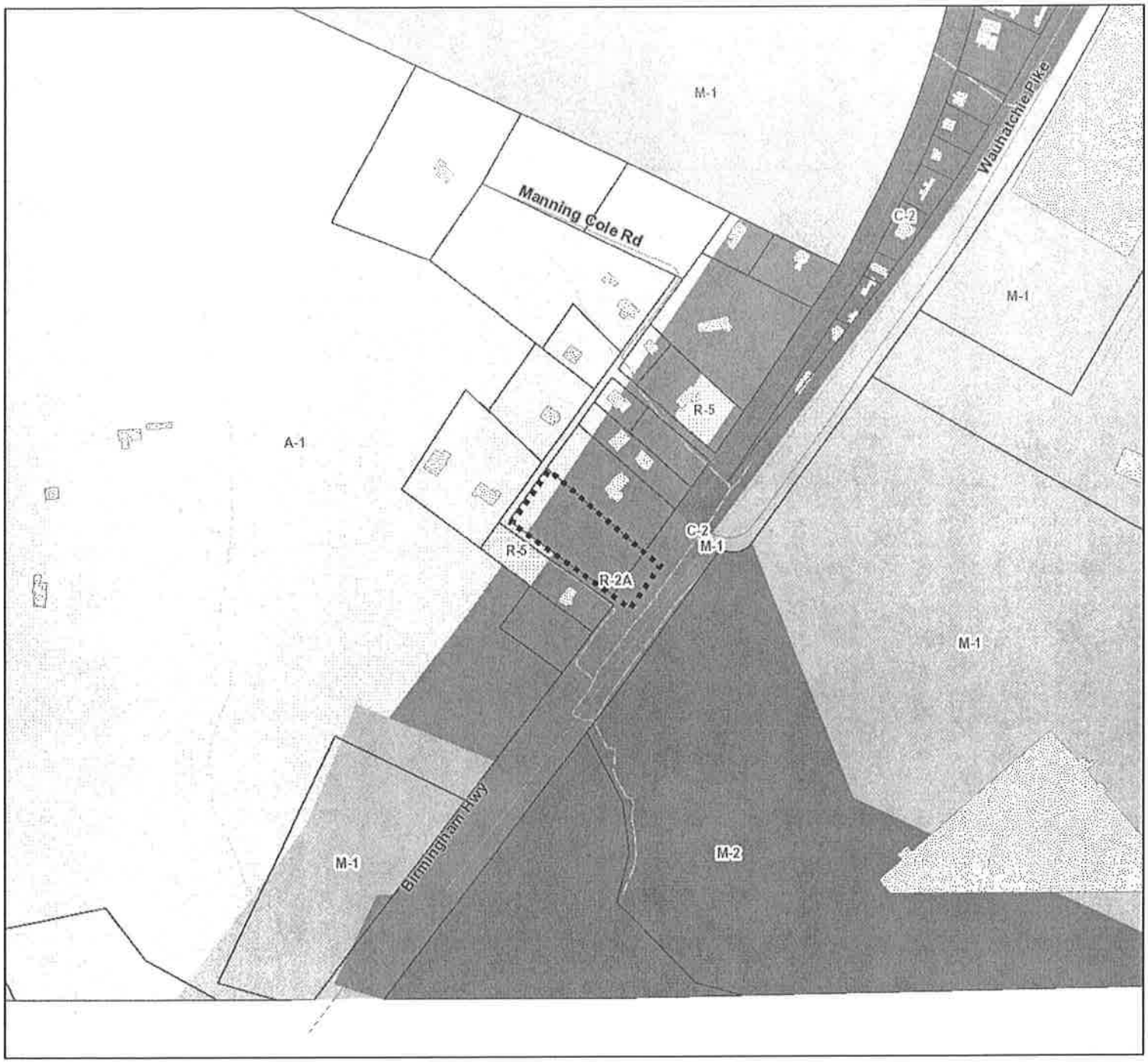
AND WHEREAS, no one was present in opposition to the petition,

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

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on June 8, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved, subject to providing a Type B Screen (20 foot buffer planted with evergreen trees/shrubs and one row of shade trees spaced 35 feet on center) as defined by the Hamilton County Zoning Regulations along the northeastern property lines where the property abuts tax parcels 116P-A-007 and 116P-A-016 or M-2 screening as required by the Hamilton County Landscape Regulations, whichever is greater.

Respectfully submitted,

John Bridger
Secretary



2015-074 Rezoning from A-1 and R-2A to M-2

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2015-074: Approve, subject to providing a Type B Screen (20 foot buffer planted with evergreen trees/shrubs and one row of shade trees spaced 35 feet on center) as defined by the Hamilton County Zoning Regulations along the northeastern property lines where the property abuts tax parcels 116P-A-007 and 116P-A-016 or M-2 screening as required by the Hamilton County Landscape Regulations, whichever is greater.

North

380 ft

Chattanooga Hamilton County Regional Planning Agency

RPA

Chattanooga-Hamilton County Regional

PLANNING COMMISSION CASE REPORT

Case Number: 2015-074 **PC Meeting Date:** 06-08-15

Applicant Request

Rezone R-2A Rural Residential District & A-1 Agricultural to M-2 Wholesale and Light Industry District

Property Location:	**1221 Birmingham Highway (unincorporated Hamilton County)**
Property Owner:	**Wendell Robinson**
Applicant:	**Wendell Robinson**

Project Description

- Proposal: Continue using the site for a material storage yard for wire, pipes, dumpsters, and other construction materials as it has been for 35 years. The site is surrounded by a 6-foot high chain link fence
- The request is the result of a zoning enforcement response to a complaint about junk being displayed for sale on the property. As a result of the enforcement response, Hamilton County Building Inspection office notified the property owner that the property was not properly zoned.
- Proposed Access: Birmingham Highway.

Site Analysis

Site Description

- Location: The 1.15-acre site is located on the west side of Birmingham Highway approximately 130 feet south of the intersection with Wauhatchie Pike.
- Current Access: Birmingham Highway
- Current Land Uses: The property is bordered by four single family homes to the southwest, northwest and northeast. The applicant owns two of the four single family homes.

Zoning History

- The site is currently zoned R2A Rural Residential District (1 acre) and A1 Agricultural District at the rear (0.15 acre).
- The property to the north is zoned R2A Rural Residential and A1 Agricultural Districts. The property to the east across the street is zoned M2 Wholesale and Light Industry District. The property to the south is zoned R2A Rural Residential and A1 Agricultural Districts. The property to the west is zoned A1 Agricultural District.
- The nearest M2 Wholesale and Light Industry District (same as the request) is approximately 160 feet to the east across the highway from the site.
- There has been no recent zoning activity on this site.

Plans/Policies/Regulations

- The 2003 Lookout Valley Land Use Plan recommends Business and Technology uses for this area. The Plan further states, "Expansion of industrial land uses into this area is recommended; however, this expansion should not be done on a parcel by parcel basis. Expansion should occur on all parcels in a coordinated fashion in order to avoid a mixture of incompatible industrial and residential uses."
- The requested M2 Wholesale and Light Industry District permits a long list of about 60 manufacturing, processing, wholesale and commercial activities as well as *contractors storage yards* and *lumber yards*.

Key Findings

- While the proposed use has existed for many years, the property is surrounded on three sides by single family dwellings which does create concern for long-term compatibility of this site. The complaint which led to this request is an indication of the compatibility challenges for an M-2 zone immediately abutting single family dwellings.
- The adopted Land Use Plan does consider the expansion of industrial land uses into this area, but only as a consolidated proposal: "Expansion should occur on all parcels in a coordinated fashion in

order to avoid a mixture of incompatible industrial and residential uses." The plan specifically discourages parcel by parcel rezoning.

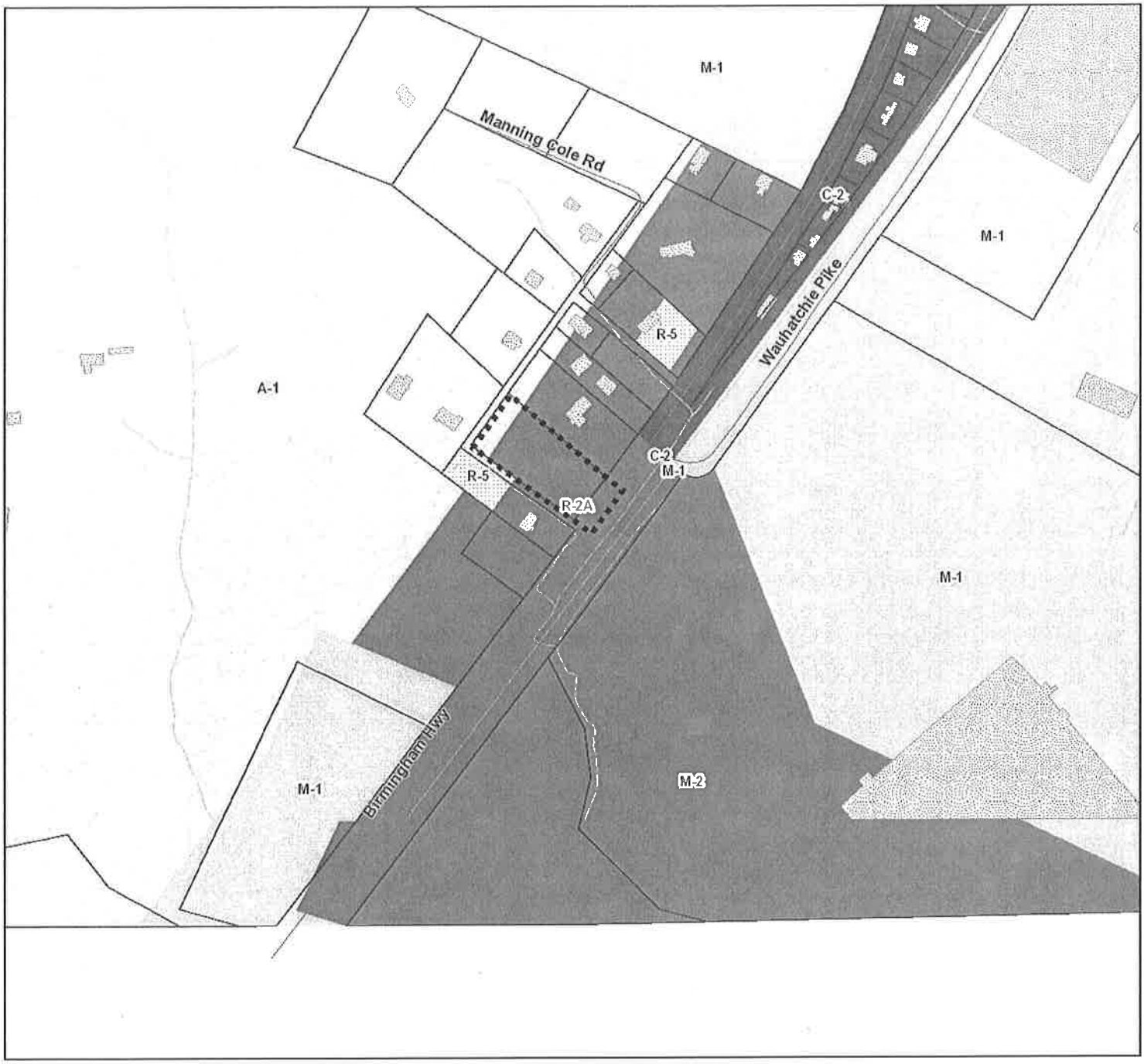
- The proposal would set a precedent for future requests on the west side of Highway 11, and this type of parcel by parcel industrial rezoning is not recommended. There are M-2 Wholesale and Light Industry District zones near this property, but the M-2 parcels within 1,000 feet of the subject parcel are approximately 36 acres in average size and range from 6.5 acres to 105 acres. This request is for 1.15 acres.
- If the request were to be approved, staff would recommend that the following conditions be considered: a) no outdoor storage of materials or equipment, and b) provide a Type B Screen (20 ft buffer planted with evergreen trees/shrubs and one row of shade trees spaced 35 feet on center) as defined by the Hamilton County zoning regulations along the northeastern property line.

Staff Recommendation

Deny.

If Planning Commission recommends approval, it should be subject to the following conditions:

1. No outdoor storage of materials or equipment; and
2. Provide a Type B Screen (20 ft buffer planted with evergreen trees/shrubs and one row of shade trees spaced 35 feet on center) as defined by the Hamilton County zoning regulations along the northeastern property lines where the property abuts tax parcels 116P-A007 and 116P-A016.



2015-074 Rezoning from A-1 and R-2A to M-2

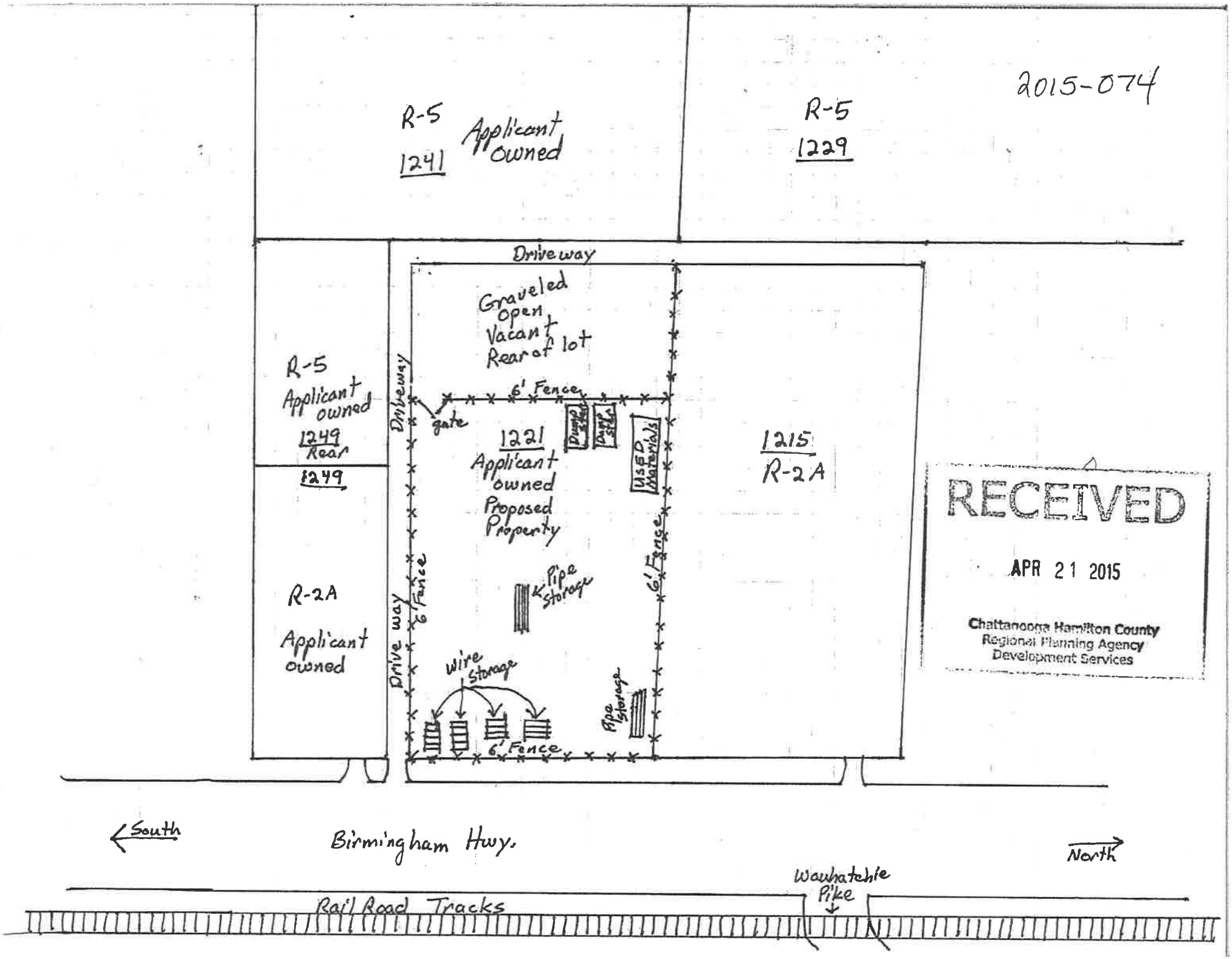
North

380 ft

Chattanooga Hamilton County Regional Planning Agency

RPA

2015-074



RECEIVED
APR 21 2015
Chattanooga Hamilton County
Regional Planning Agency
Development Services

STATE OF TENNESSEE
Hamilton County

July 15, 2015
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 715-21

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTRACT IN THE AMOUNT OF $60,000 WITH THE CITY OF CHATTANOOGA FOR THE HAMILTON COUNTY COURTS COMMUNITY SERVICE PROGRAM WITH A TERM BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016.

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

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

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

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

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

The County Mayor is hereby authorized to sign a contract, a copy of which is available on request, in the amount of $60,000 with the City of Chattanooga for the Hamilton County Courts Community Service Program with a contract term beginning July 1, 2015 and ending June 30, 2016.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT AT AND

FROM ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 15, 2015

Date

RESOLUTION NO. 28231

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HAMILTON COUNTY RELATIVE TO THE COURTS COMMUNITY SERVICE PROGRAM FOR FISCAL YEAR 2015-2016, FOR AN AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS ($60,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Mayor to execute an agreement with Hamilton County relative to the Courts Community Service Program for Fiscal Year 2015-2016, for an amount not to exceed $60,000.00.

ADOPTED: May 5, 2015

/mem

AGREEMENT

This Agreement, entered into this _____ day of _____ , 2015, between **HAMILTON COUNTY**, hereinafter referred to as **"County"**, and **THE CITY OF CHATTANOOGA**, hereinafter referred to as **"City"**.

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

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

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

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

I.

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

II.

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

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

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

III.

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

IV.

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

V.

This Agreement shall commence July 1, 2015 and expire on June 30, 2016, unless terminated earlier by agreement of the parties.

VI.

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

Hamilton County:	Honorable Jim Coppinger County Mayor 201 Courthouse Chattanooga, Tennessee 37402
With a Copy to:	County Attorney's Office 111 Courthouse Chattanooga, Tennessee 37402
City of Chattanooga:	Honorable Andy Berke Mayor of Chattanooga City Hall Chattanooga, Tennessee 37402
With a Copy to:	City Attorney's Office 400 Pioneer Bank Building Chattanooga, Tennessee 37402

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

CITY OF CHATTANOOGA

Phillip A. Noblett
Attest

Andy Berke
Andy Berke, Mayor of Chattanooga

FOR HAMILTON COUNTY:

Attest

Jim Coppinger, County Mayor

RESOLUTION NO. 28231

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ADOPTED: May 5, 2015

/mem

AGREEMENT

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

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

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

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

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IV.

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

V.

This Agreement shall commence July 1, 2015 and expire on June 30, 2016, unless terminated earlier by agreement of the parties.

VI.

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

Hamilton County:	Honorable Jim Coppinger County Mayor 201 Courthouse Chattanooga, Tennessee 37402
With a Copy to:	County Attorney's Office 111 Courthouse Chattanooga, Tennessee 37402
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With a Copy to:	City Attorney's Office 400 Pioneer Bank Building Chattanooga, Tennessee 37402

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

CITY OF CHATTANOOGA

Phillip A. Noblett
Attest

Andy Berke
Andy Berke, Mayor of Chattanooga

FOR HAMILTON COUNTY:

Attest

Jim Coppinger, County Mayor

STATE OF TENNESSEE
Hamilton County

July 15, 2015
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 715-22

A RESOLUTION ACCEPTING THE BID OF THOMAS CONSULTANTS, INC. FOR ONE (1) YEAR CONTRACT UNIT PRICING, BEGINNING JULY 15, 2015, THROUGH JULY 14, 2016, WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL ONE (1) YEAR TERM FOR MICROSOFT SQL SERVER SOFTWARE LICENSES FOR THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for contract unit pricing for Microsoft SQL Server Standard Edition Licenses for the Information Technology Services Department; and,

WHEREAS, the bid from Thomas Consultants, Inc. amounting to $2,486.12 each was considered to be the lowest and best bid received; and,

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

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

That the bid of Thomas Consultants, Inc. for one (1) year contract unit pricing, beginning July 15, 2015 through July 14, 2016, with the option to renew for one (1) additional one (1) year term, for Microsoft SQL Server licenses for the Information Technology Services Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved: ☐
Rejected: ☐

County Clerk

Approved: ☐
Vetoed: ☐

County Mayor

July 15, 2015
Date

SPECIFICATIONS FOR BID # 0615–178
HAMILTON COUNTY GOVERNMENT
MICROSOFT SQL SERVER SOFTWARE LICENSES - UNIT PRICING

Hamilton County, Tennessee hereinafter referred to as "the County" is soliciting sealed bids for the purposes of establishing a twelve (12) month contract for Microsoft SQL Server Software Licenses, under a unit pricing agreement. The contract period will be for twelve (12) months from the time of approval of this contract by Hamilton County Commission with an option to renew for one (1) year. All prices must remain fixed throughout the term of this contract. Be aware however that pricing will be allowed to decrease if general market pricing decreases.

Throughout the terms of this contract,

- annual item volumes/quantities are estimates only and are not guaranteed purchase amounts;
- items will be ordered multiple times throughout the contract term as needed, based on business need and inventory storage space availability [a single order will not be placed for these items];
- no minimum order quantities will apply to this contract and overages [or charges for overages] are not allowed;
- the vendor(s) will be expected to guarantee delivery within 2 weeks of receipt of any order;
- all materials must be shipped F.O.B Chattanooga, TN to the designated Hamilton County location;
- any and all shipping, handling, freight or mileage charges must be incorporated into the unit pricing submitted and shall not be added as separate items added to invoices sent to Hamilton County for payment;
- no additional charges will be allowed; and
- prices will be guaranteed not to increase during the term of the contract [See paragraph on Substitution and Technology Refreshment below].

Quantities: Specific details regarding estimated annual volumes are included on the attached bid pricing form. Please note that the quantity listed is an estimate only and Hamilton County reserves the right to adjust the quantities up or down based on business needs throughout the term of the contract.

Substitution and Technology Refreshment: If at any time during the life of this agreement, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the agreement holder shall provide a proposal to include the new or revised products on this agreement. Proposed prices for new or revised products shall be constructed for most favored prices. Discounts shall be at the same or greater discount level as the original agreement product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the agreement holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features/functionality, and successor or upgrade products.

Delivery Requirements: Vendors who cannot guarantee the two (2) week delivery requirement must submit a written exception to this requirement and provide an optional delivery schedule; however preference will be given to vendors who will commit to meeting this requirement. After the award of the contract, failure to meet the guaranteed delivery requirement on a repetitive basis may result in the cancellation of this contract and the remainder of the materials ordered will go to the vendor submitting the second best bid.

Payment: Hamilton County expects to place multiple orders based on the pricing included in the accepted bid package. Only the specific amounts ordered, per purchase order, should be invoiced by the vendor. Vendors may submit invoices for payment only on items that have been received by Hamilton County. Payment will be made upon receipt of the invoice for each individual order.

Contract Termination: The Contract may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of termination.

Award of Bid: While Hamilton County prefers to issue this contract to a single vendor, we reserve the right to award the bid to multiple vendors or the entire package to a single vendor who may be deemed to have submitted the best overall bid package, in the best interest of the County.

Hamilton County reserves the right to waive any irregularities or reject any or all bids.

BID SUBMISSION REQUIREMENTS

The proposer 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 June 23, 2013, to the Hamilton County Purchasing Director at the address specified below.

COMMON CARRIER / HAND DELIVERY ADDRESS
Gail B. Roppo
Director of Purchasing
BID # 0615-178: MS SQL Server Software Licenses
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

COMPLETION OF THE ATTACHED BID PRICING FORM:

Submit your bid as specified below on the attached bid pricing form. All prices shall be displayed on a unit price basis.

COMPLETION OF THE AUTHORIZATION TO BIND FORM:

Please complete and sign the attached Authorization to Bind form on the page 5.

QUESTIONS:

Questions concerning product specifications should be directed to:

Vaughn Hamilton
Network Manager, Hamilton County ITS
vaughnh@hamiltontn.gov
423-209-6268

Questions concerning bid procedures should be directed to the:

Linda Chumbler
Senior Buyer, Purchasing Department
lindac@hamiltontn.gov
423.209.6353

BID PRICING FORM

Hamilton County is seeking a twelve month unit price contract on the least expensive licensing available for the following Microsoft product.

Product Description	Unit Price Bid ($)
1. Microsoft SQL Server Standard Edition – Per Core Licensing (2 cores per license). **<u>No software assurance</u>**	

NOTES:

(1) *Hamilton County estimates a need for up to thirty (30) Microsoft SQL Server Standard Edition 2-core licenses. This is a projection, not a commitment to order. Note that orders will be placed as needed throughout the year and not as one single order.*

(2) *Hamilton County does not qualify for academic pricing.*

(3) *If at any time during the life of this agreement, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the agreement holder shall provide a proposal to include the new or revised products on this agreement under the appropriate line items. Proposed prices for new or revised products shall be constructed for most favored prices. [See Substitution and Technology Refreshment section above for further detail.]*

Submitted by Company Name: _____
Print Name

Contact Name / Phone: _____
Print Name

AUTHORIZATION TO BIND

By signing this bid document, 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. I also acknowledge that I understand and will comply with all of the specific requirements as outlined in these bid instructions, as well as the attached general terms and conditions document. I certify and acknowledge that I have reviewed and approved the release of this bid for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these bid documents, and any subsequent negotiations, as well as execute the actual Contract documents, if selected.

_____
Authorized Signature (Officer of the Company)

_____
Name of Authorized Signer (Printed or Typed)

_____
Title of Authorized Signer

_____
Firm Name

_____
Taxpayer Identification Number

_____
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 statement 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.

Hamilton County, Tennessee On-Line Bid Administration System

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Log Out

Logged in as: lindac@mail.hamiltontn.gov
Role: Client

Home Solicitations Vendors Reports

Setup Events Categories Documents Questions Bidders Bids Log

Solicitation - Log

6/12/2015 7:37 AM Eastern

Solicitation Title: Microsoft SQL Server License
Number: 0615-178
Bids Due: 6/23/2015 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

Send Date	Time Zone	Sent By	Message Subject	Template Name	Message Comment	# Sent	# Failed
6/12/2015 7:37:03AM	Eastern	Linda Chumbler	0615-178 - Microsoft SQL Server License	Invitation	Please click on the above solicitation number to access the bid documents.	478	10

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Please run the attached ad on June 12, 2015, in the legal notices.

LEGAL NOTICE
Bids for contract unit pricing for Microsoft SQL Server Licenses will be opened at 10:30 AM (ET) on June 23, 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

LEGAL NOTICE

Bids for contract unit pricing for Microsoft SQL Server Licenses will be opened at 10:30 AM (ET) on June 23, 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

Microsoft SQL Server License Contract Pricing
June 23, 2015

ITS Department
10:30 A.M.

Vendors:	Thomas Consultants Inc.	The IT Source	SOS Computers LLC dba Technology Express (HC)	Synergetics DCS Inc.	Cherry Stone IT, Inc.	R.J. Young Company Inc. (HC)
MS SQL Server Standard Edition (ea):	$2,486.12	$2,492.00	$2,504.00	$2,555.00	$2,592.78	$2,640.16
Delivery:	3-5 days	2 days	5-7 bus. days	3 bus. days	7 days ARO	10 days
Terms:	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	6/12/2015
Vendor Mailing:	478
Vendor Response:	6
Budgeted:	Operating

STATE OF TENNESSEE
Hamilton County

July 15, 2015
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 715-23

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH TO PROVIDE PRIMARY CARE SERVICES TO UNINSURED ADULTS AGES 19 – 64 YEARS AT THE BIRCHWOOD HEALTH CENTER FOR THE TIME PERIOD JULY 1, 2015 THROUGH JUNE 30, 2016 IN THE AMOUNT OF $15,000.00.

WHEREAS, the Hamilton County Health Department's Birchwood Health Center met the qualifications for this grant and provides this service to persons in Hamilton County; and,

WHEREAS, the Tennessee Department of Health had received the authority to distribute funds for the provision of these services in Hamilton County; and

WHEREAS, the Tennessee Department of Health provides funding to support this service.

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

that the County Mayor be authorized to sign the attached contract in the amount of $15,000.00 for primary care services at the Birchwood Health Center.

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

CERTIFICATION OF ACTION

Approved: ☐
Rejected: ☐

County Clerk

Approved: ☐
Vetoed: ☐

County Mayor

July 15, 2015
Date

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
July 1, 2015	June 30, 2016	34352-18416	

Grantee Legal Entity Name	Edison Vendor ID
CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT-BIRCHWOOD HEALTH CENTER	4208

Subrecipient or Contractor	CFDA # N/A
☒ Subrecipient ☐ Contractor	Grantee's fiscal year end- JUNE 30

Service Caption (one line only)

PROVISION OF HEALTH CARE SAFETY NET PRIMARY CARE SERVICES FOR UNINSURED ADULT TENNESSEANS AGES 19-64

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2016	$15,000				$15,000
TOTAL:	$15,000				$15,000

Grantee Selection Process Summary

☐ Competitive Selection	N/A
☒ Non-competitive Selection	The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

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.

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
HL00012145	71301000

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT-BIRCHWOOD HEALTH CENTER

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-Birchwood Health Center, hereinafter referred to as the "Grantee," is for the provision of health care safety net primary care services for uninsured adult Tennesseans ages nineteen (19) through sixty-four (64), 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. Uninsured Adult Medical Encounter - means a day on which a primary care provider (PCP) meets with a patient regardless of the number of procedures performed or the number of providers who see that patient.

b. Adult - means an individual, nineteen (19) through sixty-four (64) years of age.

c. Unduplicated Uninsured Adult Patient - means a patient is counted only once for each type of service, even if patient received services on multiple occasions during the grant period.

d. Sliding Scale - means the rates charged to an uninsured adult on the basis of 42 U.S.C. § 254b(k)(3)(G) and 42 C.F.R. § 51c.303(f).

e. Primary Care – means sustained and integrated delivery of preventive, acute, and chronic health care services and establishes a primary care medical home for patients.

A.3. Service Goals. To provide access to medical services for the uninsured or under-insured adults nineteen (19) through sixty-four (64) years of age.

A.4. Service Recipients. Service Recipients shall be uninsured and under-insured adult Tennesseans nineteen (19) through sixty-four (64) years of age.

A.5. Service Description.

a. The Grantee agrees to provide services for Health Care Safety Net Primary Care Services including, but not limited to, providing an estimated Six Hundred (600), primary care medical encounters to uninsured adult Tennesseans nineteen (19) through sixty-four (64) years of age.

b. To provide health care services to uninsured adults in Tennessee according to a sliding scale, flat rate, or free of charge;

c. To provide the same standard of care to uninsured adults as is currently provided to the Grantee's other patients;

d. Primary Care services must be provided by a physician, nurse practitioner, certified nurse mid-wife, or physician assistant actively licensed to practice medicine in the state of Tennessee.

A.6. Service Reporting. The Grantee shall submit to the State a report (in the form of Attachment 1) indicating the number of actual unduplicated uninsured adult patients and actual uninsured adult medical encounters. Reports shall be due as follows:

Reporting Period	Due Date
July 1, 2015 - September 30, 2015	October 15, 2015
October 1, 2015 – December 31, 2015	January 15, 2016
January 1, 2016– March 31, 2016	April 15, 2016
April 1, 2016 – June 30, 2016	July 15, 2016

A.7. Annual Program Report. The Grantee shall submit to the State an Annual Program Summary Report, three (3) months after Grant Contract expiration (Attachment 5) for use in compliance with requirements of Clause D.18.

A.8. Service Deliverables. The Grantee deliverable item is from the Grantee's Scope of Services A.6. and A.7.

Deliverables	**Contract Section**	**Delivery Date**	**Due to Whom**	**Requested Format**
Submit Quarterly Reports	A.6.	October 15, 2015 January 15, 2016 April 15, 2016 July 15, 2016	Community Health Systems Section	Original hardcopy-Attachment 1 (Signed in blue Ink) via US Mail to addressee & Copy Via e-mail to addressee, Section D.8.
Submit Annual Program Summary Reports	A.7.	Not later than (3) months after Grant Contract expiration	Community Health Systems Section & Finance and Administration ("F&A").	Original hardcopy-Attachment 5 (Signed in blue Ink) via US Mail to addressee Section D.8. and (F&A) via e-mail at: fa.audit@tn.gov

A.9. Inspection and Acceptance. Acceptance of the work outlined above will be made by State or its authorized representative. State makes the final determination in terms of acceptance of the work being performed under this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2015 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifteen Thousand Dollars ($15,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as (Attachment 2) 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 3) 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:

Jessie Reid, PHPD
Community Health Systems Section
Division of Health Disparities
Tennessee Department of Health
2ND 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, Community Health Systems Section.
(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. Reimbursable expenditures may NOT vary from the Grant Budget line-item amount(s) detailed.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and a final grant disbursement reconciliation report within forty five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 4).

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 documentation properly completed.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.

b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the 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:

Jessie Reid, PHPD
Community Health Systems Section
Division of Health Disparities
Tennessee Department of Health
2ND Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243
E-mail Address: health.tdoh-sns@tn.gov
Telephone # (615) 741-0240
Fax # (615) 253-2100

The Grantee:

Karen Guinn, Program Manager
Chattanooga-Hamilton County Health Department
921 East Third Street
Chattanooga, Tennessee 37403
Email Address: kareng@hamiltontn.gov
Telephone: (423) 209-8232
FAX: (423) 209-8241

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 Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. 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 5).

D.19. Audit Report. When the Grantee has received seven hundred fifty thousand dollars ($750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.

D.26. Reserved.

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. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract

E.4. 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.

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT-BIRCHWOOD HEALTH CENTER:

Becky Barnes, Administrator

GRANTEE SIGNATURE Becky Barnes **DATE** 7-1-15

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE **DATE**

Jim M. Coppinger, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above) DATE

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER **DATE**

ATTACHMENT 1

Report of Uninsured Adult Medical Encounters and Patient Demographics Report:

For the period ending [circle date(s)] September 30, 2015; December 31, 2015; March 31, 2016; June 30, 2016

Grantee Name: _____

Uninsured Adult Medical Care Encounters:
_____*

Unduplicated Uninsured Adult Patients: _____*

Notes/Definitions:

- Adult is age 19 through 64
- Uninsured Medical Encounter - means a day on which a primary care provider (PCP) meets with a patient regardless of the number of procedures performed or the number of providers who see that patient.
- Medical encounters must be provided by a physician, nurse practitioner, certified nurse midwife, or physician assistant
- Unduplicated Uninsured Adult Patient - means a patient is counted only once for each type of service, even if patient received services on multiple occasions during the grant period.

NOTE- FOR GRANTEES WITH MULTIPLE SITES, PLEASE BREAK OUT NUMBER OF ENCOUNTERS BY SITE (USE ATTACHMENTS IF NECESSARY)

I certify to the best of my knowledge and belief that the data on page(s) 1 & 2 of the report is correct.

_____ _____
(Name and Title) (blue ink please) (Date)

QUARTERLY PATIENT/ CUSTOMER DEMOGRAPHIC REPORT

PATIENT/ CUSTOMER IDENTIFER	PERCENTAGE (%) OF TOTAL PATIENTS SERVED
19-39 YRS OF AGE	
40-45 YRS. OF AGE	
55-64 YRS OF AGE	
FEMALE	
MALE	
TOBACCO USER	
OBESE	
PHYSICALLY INACTIVE	
DIABETES	
HYPERTENSION	
CHRONIC OBSTRUCTIVE PULMONARY DISEASE	
HYPERLIPIDEMIA	

ATTACHMENT 2

GRANT BUDGET

(BUDGET PAGE 1)

GRANTEE NAME: CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT-BIRCHWOOD HEALTH CENTER

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 07/01/2015 and ending 06/30/2016.

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]	$0.00	$0.00	$0.00
2	Benefits & Taxes	$0.00	$0.00	$0.00
4, 15	Professional Fee/ Grant & Award [2]	$15,000	$0.00	15,000
5	Supplies	$0.00	$0.00	$0.00
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings	$0.00	$0.00	$0.00
13	Interest [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 (% and method)	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$15,000	$0.00	$15,000

[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 2 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Allowable Award for Professional Medical Services: $25 X 600 Uninsured Adult Medical Encounters	$15,000
TOTAL	$15,000

STATE OF TENNESSEE
INVOICE FOR REIMBURSEMENT

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE		TDOH AGENCY INVOICE NUMBER (ONLY FOR FISCAL OFFICE USE)
		INVOICE NUMBER
		INVOICE DATE
FEDERAL ID#	Edison Vendor #	INVOICE PERIOD FROM TO
CONTRACTING STATE AGENCY	Tennessee Department of Health	CONTRACT PERIOD FROM TO
PROGRAM AREA		
EDISON CONTRACT NUMBER		CONTACT PERSON/TELEPHONE NO.
OCR CONTRACT NUMBER		

BUDGET LINE ITEMS	(A) TOTAL CONTRACT BUDGET	(B) AMOUNT BILLED YTD (MO./DAY/YR.)	(C) MONTHLY EXPENDITURES DUE	**FOR CENTRAL OFFICE USE ONLY** SPEEDCHART NUMBER: USERCODE: PROJECT ID: AMOUNT:
Salaries				
Benefits				SPEEDCHART NUMBER:
Professional Fee/Grant & Award				USERCODE:
Supplies				PROJECT ID:
Telephone				AMOUNT:
Postage & Shipping				
Occupancy				SPEEDCHART NUMBER:
Equipment Rental & Maintenance				USERCODE:
Printing & Publications				PROJECT ID:
Travel/Conferences & Meetings				AMOUNT:
Interest				
Insurance				SPEEDCHART NUMBER:
Specific Assistance to Individuals				USERCODE:
Depreciation				PROJECT ID:
Other Non Personnel				AMOUNT:
Capital Purchase				
Indirect Cost				
TOTAL				

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

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

Title:
Date:

PROGRAM APPROVAL AUTHORIZED SIGNATURE

Title:
Date:

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION FOR FISCAL USE ONLY

Title:
Date:

ATTACHMENT: 3

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 _____

Attachment 4

Schedule A, Part 1 STATE OF TENNESSEE PROGRAM EXPENSE REPORT Page ___ of ___

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)				

Schedule C - Final Page

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY _____ REPORT PERIOD _____

Schedule A Year-To-Date Information

Item #	EXPENSE BY OBJECT:	TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

ATTACHMENT 5

GRANTEE PROGRAM ACTIVITY SUMMARY
REPORT- POST THREE (3) MONTH CONTRACT EXPIRATION

GRANTEE'S NAME:_____

GRANT NUMBER: _____

GRANT PERIOD: _____

GRANT AMOUNT: _____

GRANT PROGRAM SERVICES: _____

In accordance with requirements of above referenced grant's Annual Report and Audit Clause, Clause Number D.18, (***Grantee's Name***) provided (***number of service encounters/extractions***) to uninsured adult Tennesseans 19 through 64 years of age during the term of (***Grant Number***). Services were provided in accordance with (***Grantee's Name***) application for Healthcare Safety Net Primary Care/ Adult Emergency Dental services, which was approved for funding by the State.

(***Grantee's Name***) received a payment of ($_____) per encounter/extraction) for each primary care medical encounter/extraction provided to uninsured adults, up to or within the grant's maximum amount of ($ amount of Grant) as set forth in Section C.1., of the Grant. (***Grantee's Name***) was paid a total of ($_ ***amount paid to the Grantee***) by the Department of Health for the period ***(term of Grant)***.

OTHER INFORMATION:

Total patients served by Grantee- all ages / all payers

Total number of uninsured adults referred to clinical specialists, including physicians, nurse practitioners and others for diagnosis and / or treatment services.

(Insert any additional specific information the Grantee may want to include in this report on Grant activities here).

NOTE: *In accepting this award your organization will be/was expected to contact the county health department in organizing or participating in primary prevention activities designed to improve the county's health status. This may/will include non clinical, community –based efforts designed to address issues such as tobacco use, obesity and physical inactivity. Please attach explanation/description of your completed activity with this report:*

_____ _____

Name and Signature of Grantee Authority **DATE**

STATE OF TENNESSEE
Hamilton County

July 15, 2015
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 715-24

A RESOLUTION AUTHORIZING A CONTINUATION AGREEMENT BETWEEN HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT AND THE CHATTANOOGA HUMAN SERVICES HEAD START/EARLY HEAD START PROGRAM FOR THE PERIOD ENDING JUNE 30, 2016.

WHEREAS, the Chattanooga Human Services Head Start/Early Head Start Program is a federally funded, non-profit, early development and educational preschool program for low income children; and,

WHEREAS, the County Health Department is authorized to provide health care services in Hamilton County; and,

WHEREAS, the Chattanooga Human Services Head Start/Early Head Start Program has previously contracted with the County Health Department to provide medical and dental services to eligible Head Start enrollees; and,

WHEREAS, both parties have agreed to the reimbursement rates outlined in the attached contract.

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

That the County Mayor be authorized to sign the attached continuation service contract with the Chattanooga Human Services Head Start/Early Head Start Program for the period ending June 30, 2016.

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

CERTIFICATION OF ACTION

Approved: ☐
Rejected: ☐

County Clerk

Approved: ☐
Vetoed: ☐

County Mayor

July 15, 2015
Date

Head Start/Early Head Start Program
Grant No. 04-CH-0047
7/1/15 – 6/30/16

HAMILTON COUNTY HEALTH DEPARTMENT

AND

CHATTANOOGA
DEPARTMENT OF YOUTH and FAMILY DEVELOPMENT
HEAD START/EARLY HEAD START PROGRAM

MEDICAL AND DENTAL SERVICES

MEMORANDUM OF UNDERSTANDING

This Memorandum confirms the agreement reached by and between the Chattanooga Department of Youth and Family Development Head Start/Early Head Start Program (known hereinafter as the "Purchaser") and the Hamilton County Health Department (known hereinafter as the "Contractor"), in relation to the provision of medical and dental services for children enrolled in the Head Start/Early Head Start Program during the period of July 1, 2015 and June 30, 2016.

The Contractor agrees to provide the following

1. Physical and dental examinations for children referred, to include all mandated procedures, as outlined in the Head Start Performance Standards.
2. Identification and follow-up of needed remedial or rehabilitative medical and dental treatment, with prior approval by the Head Start/EHS Health Coordinator.
3. Recommended immunizations and Tuberculin Skin Test.
4. Treatment will be provided at the site nearest to the Head Start/EHS center where children attend. Treatment sites will be at the Sequoyah, Ooltewah, and the East Third Street Health Departments. Appointment times will be available when mutually agreeable to both parties.
5. Children requiring the services of a specialist or those who need to be referred must first be approved by the Head Start/EHS Health Coordinator.
6. Results of the EPDST physical examination, procedures and the individual Child Dental Record furnished by Head Start/EHS along with an itemized statement, will be forwarded to Gail McMahan, R.N., Health Coordinator, 2302 Ocoee Street, Chattanooga, Tennessee 37406.
7. A representative from the Health Department will be available to serve on the Head Start/EHS Health Advisory Committee.

The Purchaser agrees to provide the following:

1. Payment of medical and dental services for non-TennCare children, referred by Head Start/EHS, will be at the rate of 40% of the Contractor's normal fee. Payment of services monthly will be made upon receipt of an itemized statement which is to be sent to the Health Coordinator. Even though no charges will be made to Head Start/EHS for any TennCare child, individual examination and treatment records and the amount paid by TennCare or the other third party will be provided to the Purchaser for a record of services provided by other agencies.

2. Provide or assist the parents in arranging transportation for the parent and child.

3. Developmental history, as needed, for specific cases with developmental problems.

4. Will maintain strict confidentiality of individually identifiable health information in accordance with all applicable state and federal laws including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Hamilton County Health Department Health Centers	Chattanooga Head Start/Early Head Start
Becky Barnes	
Signature of Authorized Official	Signature of Authorized Official
Becky Barnes, Administrator Title	Head Start/EHS Director Title
7-1-15	
Date	Date
Hamilton County Government	Chattanooga Dept of Youth & Family Development
Signature of Authorized Official	Signature of Authorized Official
Jim M. Coppinger, County Mayor Title	YFD Administrator Title
Date	Date

STATE OF TENNESSEE
Hamilton County

July 15, 2015
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 715-25

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 OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016, IN AN AMOUNT NOT TO EXCEED $360,500.00 TO PROVIDE PARENTS ARE FIRST TEACHERS (PAFT) SERVICES IN ACCORDANCE WITH THE DEPARTMENT OF HEALTH'S MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING PROGRAM (MIECHV).

WHEREAS, to carry out the Department of Health's responsibility in the implementation of the State's MIECHV Program; and

WHEREAS, services must include, but not be limited to: regular visits in the home to conduct periodic family, child, developmental, behavioral, and nutritional assessments; using the required PAT curriculum materials to structure home visits; and

WHEREAS, the State has agreed to provide $360,500.00 for the provision of these home visit services by a PAFT Social Counselor/Parent Educator; and

WHEREAS, this program and service is for the health and well-being of the citizens of Hamilton County.

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

That the County Mayor be authorized to sign the attached contract for the October 1, 2015 – September 30, 2016 contract period in an amount not to exceed $360,500.00.

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

July 15, 2015
Date

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
October 1, 2015	September 30, 2016	34347-34616	

Grantee Legal Entity Name	Edison Vendor ID
Chattanooga-Hamilton County Health Department	4208

Subrecipient or Contractor

☒ Subrecipient

☐ Contractor

CFDA # 93.505

Grantee's fiscal year end June 30

Service Caption (one line only)

Home Vistation Services through the Federal Maternal, Infant, and Early Childhood Home Visiting Program

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2016		$271,200.00			$271,200.00
2017		$89,300.00			$89,300.00
TOTAL:		**$360,500.00**			**$360,500.00**

Grantee Selection Process Summary

☒ Competitive Selection

RFA 34347-34112 was submitted when received Federal funding - The Grantee is a governmental entity that was determined capable and willing to provide services to improve health and development outcomes for children from birth through age 5 by promoting maternal, infant, and early childhood health, safety, and development as well as strong parent-child relationships through evidence-based home visiting.

The Grantee's training, experience, quality of services provided, location of the Grantee in relation to clients, willingness to serve Departmental clients, and willingness to accept Departmental reimbursement rates, as well as the terms of the Grant, were taken into consideration.

☐ Non-competitive Selection

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.

Speed Chart (optional)	Account Code (optional)
HL00015423	71301000

CPO USE - GG

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 Department of Health, hereinafter referred to as the "Grantee," is for the provision of Home visiting services through the Federal Maternal, Infant, and Early Childhood Visiting 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. "Certified" means having received current accreditation by Parents As Teachers;

b. "EBHV" means Supporting Evidence-Based Home Visiting Program/Services;

c. "HRSA" means Health Resources and Services Administration;

d. "MIECHV" Means Maternal, Infant and Early Childhood Home Visiting Program and the State's lead agency;

e. "SIR" means Federal Maternal, infant and Early Childhood Home Visiting Program Supplemental Information Request.

f. "www.kidcentraltn.com" is a website that pulls together and organizes content from Tennessee state departments and other resources, making it easier for families to find information about health, education, child development and support.

A.3. Service Goals. To provide support and care needed to assist women to have a healthy pregnancy and birth by responding to the diverse needs of children and families in communities at risk and provide an opportunity for collaboration and partnership at the federal, state, and community levels to improve health and development outcomes for at-risk children through EBHV programs.

A.4. Service Recipients. The Grantee shall provide EBHV services to ninety six (96) families annually who live in Hamilton County. The Grantee will ensure that priority for EBHV services is provided for clients meeting one (1) or more of the following criteria:

a. Have low incomes;

b. Are pregnant women who have not attained age 21;

c. Have a history of child abuse or neglect or have had interactions with child welfare services;

d. Have a history of substance abuse or need substance abuse treatment;

e. Are users of tobacco products in the home;

f. Have, or have children with low student achievement;

g. Have children with developmental delays or disabilities; and/or

h. Are in families that include individuals who are serving or have formerly served in the armed forces, including such families that have members of the armed forces who have had multiple deployments outside of the United States.

A.5. Service Description.

a. The Grantee will use the majority of its award to provide direct EBHV services. The priority population for the MIECHV Program known as Tennessee's Healthier Beginnings Home Visiting Program which must consist of expectant families or families with young children identified as high risk as defined in in the federal Maternal, Infant, and Early Childhood Home Visiting Program Supplemental Information Request (SIR) available at: http://www.hrsa.gov/grants/manage/homevisiting/sir02082011.pdf

b. The Grantee will prioritize services to the clients as outlined in Scope A.4.

c. The Grantee will provide home visiting services using the Parents As Teachers model and will maintain fidelity to that model throughout the contract period. The Grantee must be certified and maintain certification as required by the model developer throughout the grant period and may use grant funds to maintain that certification.

d. The Grantee will provide initial and ongoing data collection in a manner designed by the State for each of the following six (6) benchmark areas and constructs:

BENCHMARK 1: Maternal & Newborn Health
BENCHMARK 2: Child Injuries, Child Abuse, Neglect, or Maltreatment and Reduction of Emergency Department Visits
BENCHMARK 3: School Readiness and Achievement
BENCHMARK 4: Domestic Violence
BENCHMARK 5: Family Economic Self-Sufficiency
BENCHMARK 6: Coordination and Referrals for Other Community Resources and Supports

Data reporting will follow the form and content as specified by the State.

e. The Grantee must collect data referenced in A.5.d. in accordance with the following guidelines:

(1) The data must be collected for eligible families who have been enrolled in the program;
(2) The Grantee must collect individual-level demographic and service-utilization data on the participants in their program as necessary to analyze and understand the progress children and families are making. Individual-level demographic and service-utilization data include, but are not limited to, the following:

i. Family's participation rate in the home visiting program (e.g., number of sessions/number of possible sessions, duration of sessions);
ii. Demographic data for the participant child(ren), pregnant woman, expectant father, parent(s), or primary caregiver(s) receiving home visiting services including: child's gender, age of all (including age in months for child) at each data collection point and racial and ethnic background of all participants in the family;
iii. Index child's exposure to languages other than English; and
iv. Family socioeconomic indicators (e.g., family income, employment status).

A.6. Service Reporting. The Grantee shall report all enrollment data to the State on a quarterly basis, with reports due fifteen (15) days after the end of each calendar quarter. The Grantee shall report outcome data as outlined in Scope A.5.d. to the State on a monthly basis, with reports due on the fifteenth day of each month.

A.7. Description - www.kidcentraltn.com.

a. Under the guidance of their Gatekeeper, the Grantee shall create and maintain an agency program profile in the designated state services directory located at www.kidcentraltn.com. Grantee may have more than one (1) service which is appropriate for the directory. The Gatekeeper will provide instructions for which services should be included in the directory. Grantee shall update its agency program profile(s) in the designated state services directory at least every six (6) months. In addition, Grantee shall update its agency program profile(s) within ten (10) business days of any change in information.

For the purposes of this section, Gatekeeper shall be the person designated by State to do the following tasks:

(1) invite the Grantee to create a profile;
(2) review, approve, and publish program profiles created by Grantee; and
(3) monitor update activity.

b. If Grantee has a website, they must link to www.kidcentraltn.com from an appropriate section of that website. If Grantee would like to link to specific features of the kidcentraltn website such as the My Profile, Mobile App, Facebook, or State Services Directory features, State can provide specific copy, links, and images for those features.

If Grantee uses State funds to develop or distribute materials (print or electronic) intended for parents, families, children, or professionals working directly with children or families, Grantee must place the kidcentraltn logos on those materials. Examples of covered materials would include brochures, flyers, posters, and promotional postcards or mailers. State provides the kidcentraltn logo at the following link http://tn.gov/generalserv/ba09p/. If Grantee would like to apply the full kidcentraltn brand to print materials such as brochures, flyers, posters, or postcards, State also provides those templates at the following link http://tn.gov/generalserv/ba09p/.
This kidcentraltn logo requirement does not apply to materials that have already been printed or designed. This kidcentraltn logo requirement does not apply to materials that originate from the federal government, national organizations, or other groups where Grantee serves as a pass through of those materials. The kidcentraltn logo should not be applied to individualized correspondence or individualized materials which are intended for a single family or professional and should not be applied to materials where the subject is purely administrative, such as materials about rules, sanctions, regulations, or enforcement.

A.8. Service Deliverables.

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
Provide home visiting services using the Parents As Teachers model and maintain fidelity to that model	A.5.c.	Ongoing throughout the term of the Contract	Clients meeting the criteria found in Scope A.4.	In person
Collect data for each of six (6) benchmark areas and constructs using	A.5.d. A.5.e.	Ongoing throughout the term of	TN Home Visiting Program	As provided by the State

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
stated guidelines		the Contract	Director	
Report enrollment data	A.6.	Quarterly, due on the fifteenth day after the end of a calendar quarter	TN Home Visiting Program Director	As provided by the State
Report outcome data	A.6.	Monthly, due on the fifteenth day after the end of each month	TN Home Visiting Program Director	As provided by the State
Create and maintain an agency profile on the kidcentraltn website	A.7.a.	Ongoing throughout the term of the Contract	Kidcentraltn website	Electronic
Update its agency profile on the kidcentraltn website	A.7.a.	Every six (6) months of the Contract	Kidcentraltn website	Electronic
Place kidcentraltn logo on printed and electronic materials	A.7.b.	When materials are developed using grant funds	Not Applicable	As provided at the following link: http://tn.gov/generalserv/ba09p/.

A.9. Inspection and Acceptance. Acceptance of the work outlined above will be made by the Grantor State Agency or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The Grantor State Agency will make the final determination in terms of acceptance of the work being performed under this Contract.

A.10. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee's proposal (Attachment 1) incorporated to elaborate supplementary scope of services specifications.

A.11. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on October 1, 2015 ("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 two (2) 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 Three Hundred Sixty Thousand Five Hundred Dollars ($360,500) ("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:

Pamela R. Staples, M.S.
Evidence-Based Home Visiting Public Health Program Director
Division of Family Health and Wellness
Tennessee Department of Health
8th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243

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

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Tennessee Department of Health, Family Health and Wellness.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.

(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

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

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

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

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars ($0.00) shall require prior approval of the Grantor State Agency.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 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 documentation properly completed.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.

b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the 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:

Pamela R. Staples,
Evidence-Based Home Visiting Public Health Program Director
Division of Family Health and Wellness
Tennessee Department of Health
8th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243
Email Address: pamela.r.staples@tn.gov
Telephone #: (615) 532-0204
FAX #: (615) 532-8478

The Grantee:

Rebekah Barnes, Administrator
Chattanooga-Hamilton County Health Department
921 East Third Street
Chattanooga, TN 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 Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. 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 (Attachment 6) 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 6 to the Grant Contract.

D.19. Audit Report. When the Grantee has received seven hundred fifty thousand dollars ($750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the

affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision 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. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal

offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq*., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.6. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/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.7. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No

high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.

E.8. CFDA Number(s). When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that are to be complied with in performance of an audit. This information shall consist of the following Catalog of Federal Domestic Assistance Numbers:

93.505 - Affordable Care Act (ACA) Maternal, Infant, and Early Childhood Home Visiting Program

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**

Date of Submission	April 17, 2015
Name of Agency	Chattanooga -Hamilton County Health Department
High-risk county(ies) proposed to be served (see list in instructions)	Hamilton County
Evidence-Based model proposed to be implemented (must choose model from list in instructions—additional information available in Appendix B of Federal SIR)	___ Early Head Start—Home Based Option ___ Family Check Up ___ Healthy Families America (HFA) ___ Healthy Steps ___ Home Instruction Program for Preschool Youngsters (HIPPY) ___ Nurse-Family Partnership (NFP) _**X**_ Parents as Teachers
Name of Primary Agency Contact	Marguerite Chambers
Mailing Address	921 East Third Street, Chattanooga TN 37403
Phone	423-209-8298
Email address for Primary Agency Contact	margueritec@hamiltontn.gov

Please respond to the items below in the space at right. There are no space limits to individual responses; however, this total document should not exceed fifteen pages in length.

Identify community strengths and risk factors.	Families in Hamilton County benefit from a number of aspects of the community which can be considered strengths. These strengths are: (1) a moderate level of high-quality public services to assist at-risk families with children between the ages of 0 to age 5 such as Pre-k and Head Start; (2) availability of medical facilities and services that are unavailable to citizens in many Tennessee counties; (3) increased job opportunities for citizens due to the Volkswagen plant and the associated companies; (4) private dollar support for schools as evidenced by the work accomplished by the Public Education Foundation; (5) grass-roots initiatives such as neighborhood associations which work at the neighborhood level to address issues such as crime and gang violence that reduce the quality of life for families; (6) strong faith based community and (7) a wide range of agency services for families. Despite these strengths, Hamilton County still is a community which has a significant level of risk factors which account for its

	inclusion in the list of counties with the highest levels of community risk. That risk is further intensified when city of Chattanooga levels of risk are reviewed. The greatest number and levels of risk in Hamilton County are overwhelmingly concentrated in the urban core of the city. Within the city of Chattanooga, poverty is one of the most pervasive risk factors since it impacts and has a relationship to other risk factors. Identified risk factors in Hamilton County that predispose children and families to a compromised quality of life are: maternal and child health issues, specifically pre-term births, low birth weight babies and infant mortality; high crime which includes an elevated youth arrest rate; education issues demonstrated by an elevated dropout rate and children not ready for school. Within the past several years, gang violence has become an issue that impacts family functioning within neighborhoods.
Describe the characteristics and needs of community participants.	Data collected by the Hamilton County Health Department, and the Ochs Center (formerly the Community Research Council) describe the characteristics of community participants. Some of these characteristics are: (1) 20 % of children under age five in Hamilton County live in poverty. (2) One in four children in Hamilton County is at risk of not being ready to enter kindergarten. (3) 37 % of mothers report an annual household income under $15,000. (4) 29% of children live in single parent homes. (5) In 2008, 36.6 % of moms giving birth had delayed or no prenatal care. That rate moves up to 42% for African American mothers. (6) In 2008, 45.4% of births were to single mothers. That rate moves up to 81% for African American mothers. (7) In 2008, 25% of women giving birth had not completed high school. 60.7 % of these women had not more than an eighth grade education. (8) In 2008, 10.3 % of babies born in the county had low birth weight. (9) In 2008, Hamilton County had the 2nd highest infant mortality rate and the highest low birth weight rate of the 4 largest metropolitan areas in TN. (10) For sexually transmitted diseases (including syphilis, gonorrhea and chlamydia), Hamilton County's rate is higher than the state and national rates. Since 2000, there has been a 33% increase. There is concern in the community

	regarding the racial disparities. Within Hamilton County, the city of Chattanooga accounts for a greater percentage of certain statistics. In 2008, Chattanooga had almost 1/2 of the county's population, but 58% of property crimes and 61% of violent crimes. In 2009, Chattanooga had the highest violent crime rate among the state's 4 largest cities. There are 36 county sub-regions. There are four sub-regions located in Chattanooga which have poverty rates that exceed 30%. These four sub-regions are among the areas with the highest percentages of low birth-weight babies, single mothers, mothers without a high school education and mothers who are teens. Hamilton County needs are: (1) more babies born at acceptable weight;(2) fewer babies dying before their first birthday;(3) more parents graduating from high school or receiving their GED; (4) more children arriving at kindergarten with skills that optimize their learning experience; (5) more neighborhoods free from crime and gang violence and more transportation options for families. (6) A major need in the urban core of the city and in outlying areas of the county is access to full service grocery stores. Many families must rely on convenience stores where fresh vegetables are not available and where prices are significantly higher. Family nutrition suffers. Many children and their parents are obese. (7) Safe, affordable housing in the core of the city is needed. As community housing plans now include phasing out two very old public housing sites, there is a heightened need for a greater number of section 8 housing units. (8) More social and educational services are needed for families who reside in the remote eastern part of the county. The citizens there are isolated from services available in Chattanooga. For many families 'catching a ride' is their only mode of transportation.

Identify existing home visiting services in community, currently operating or discontinued since 3/23/2010 (number and type of home visiting programs and initiatives, models that are used by identified home visiting programs).	Excluding Tennessee Early Intervention Services, there are three home visiting programs in Hamilton County. Four programs have been discontinued since 3/23/2010. Those programs no longer in existence are La Paz Promotores de Salud which served Hamilton County's growing Latino families and Partnership for Families Children and Adults which used the Healthy Families America model for pregnant and parenting teens, Nurses for Newborns and the city of Chattanooga's Early Head Start Home Visiting. The currently existing programs are: Help Us Grow Successfully (HUGS) the TN Department of Health's home visitation program located in each TN County. It is the largest program in Hamilton County. Its service population is county-wide and universal. Healthier Beginnings/Parents Are First Teachers (PAFT), using the Parents as Teachers (PAT) model is county wide and serves families who have at least one risk factor specified by the TN Department of Health's Healthier Beginnings initiative. The Healthier Beginnings/HFA program is also offered in Hamilton County by Prevent Child Abuse Tennessee. Collectively, these three programs have 10 full-time home visitors. In 2008, 12.5% or 500 of the births were to mothers under age 19. Based on the research regarding intensity (1 to 4 visits per month) and duration of services (minimum of two years) as well as home visitor capacity to effectively serve families (40 -45 visits per month) optimum child service enrollment at any point in time ranges from 451 down to 166. There are approximately 4000 babies born in Hamilton County each year. In 2008, 12.5% or 500 of the births were to mothers under age 19. Clearly there is a need for services here in Hamilton County.
Describe existing mechanisms and partnerships for screening, identifying, and referring families and children to your home visiting program.	Presently, referrals for service are received from agencies, organizations and the community at large. Bethel Bible Village operates its Promise Program, a residential program for unwed teen moms and their children. PAFT has served these moms since 1995. Bethel also operates the Next Step Program which provides transitional housing and services for families in crisis with children. PAFT has also served these families. Family Promise of Chattanooga, formerly

	The Interfaith Hospitality Network serves the homeless population and refers families who have children under age five. Case Managers from the Department of Children's Services refer families for home visiting. Referrals that are received by the Hamilton County Case Management Department for HUGS can be shared with PAFT. Additional referrals come from a variety of sources such as schools, health fairs, community events, and program presentations. A number still come from call-ins or self-referrals. A few referrals have been received from Welcome Baby (State Funded Program related to infant mortality reduction and prevention). PAFT is currently developing a partnership with the Birchwood Health Center located in eastern Hamilton County. That Center serves quite a number of prenatal and young families.
Briefly describe referral resources currently available to support families residing in the community(ies).	The Chattanooga-Hamilton County area is fortunate to have agencies, organizations and clinics to support families and their specific needs. However, many families are unaware of the resources or the mechanisms to access them. Some of these resources are: Partnership for Families Children and Adults, a non-profit agency of long standing in the community. It provides an array of family services such as individual, financial and consumer counseling, elder care, services for the deaf and crisis intervention services. Siskin Children's Institute and Signal Centers provide services for disabled children and their families. Chattanooga Speech and Hearing provides screening and diagnostic services to determine hearing and speech difficulties. Chattanooga State Adult Education program offers GED/Adult Literacy services. There is an extensive network of churches that help with food and clothing. The Chattanooga Area Food Bank is a great resource for families. The Hamilton County Health Department, Erlanger Hospital and Memorial Hospital maintain several health care clinics throughout the county. Cherokee Health Systems also established a clinic in Chattanooga. Homeless Health Care, Volunteers in Medicine and Project Access assist individuals without health insurance. Residents with substance abuse problems can access the services of the Council for Alcohol & Drug Abuse Services (CADAS) as well as those of Bradford

	Health Services. Long time Hamilton County mental health provider, Fortwood Center, merged with Helen Ross McNabb Center and continues to offer services. The Mental Health Cooperative is also located in Chattanooga. In addition to the crisis services provided to families touched by domestic violence by Partnership for Families, Children and Adults, Chattanooga's new Family Justice Center will provide services to that same population.
Describe plan for coordination among existing programs and resources in your community (ies), especially regarding health, mental health, early childhood development, substance abuse, domestic violence prevention, child maltreatment prevention, child welfare, education, and other social and health services. Include how this program will address existing service gaps.	Due to the inclusion of new PAT training related to specific types of family issues and new family monitoring and support services built into the model, re-education of community agencies and organizations regarding PAT/PAFT is to be undertaken. Many of these agencies and organizations have considered PAT/PAFT a school readiness/child development service only. The new inclusions significantly impact the positive value PAT/PAFT service can have to augment the work of existing programs and agencies that focus on maternal and child health and welfare, substance abuse, domestic violence, and mental health. (1) PAFT will continue to re-educate existing programs and resources regarding PAFT's services. (2) On-going information sharing with these agencies will continue. Many of their services are needed by PAT/PAFT enrolled families. (3) A gap PAFT will address is the previously mentioned service to the remote eastern Hamilton County area known as Birchwood.
Articulate the goals and objectives for your home visiting program.	Parents Are First Teachers' goals and objectives mirror those of our national model. These goals are: (1) Increase parent knowledge of early childhood development and improve parenting practices; (2) Provide early detection of developmental delays and health issues; (3) Prevent child abuse and neglect; (4) Increase children's school readiness and school success. The specific objectives in demonstrating accomplishment of those goals are included in the model's four service components: (1) personal visits, (2) group connections, (3) health, hearing, vision and developmental screening and (4) resource network. Each of these components is interrelated as well as integrated into the others. This is a package of services that cohesively works to accomplish the following objectives for program

	participants: (1) Healthy babies are born to healthy mothers. (2) Parents are knowledgeable about their child's current and emerging language, intellectual, social-emotional and motor development. (3) Parents recognize their child's developmental strengths and possible delays. (4) Parents are familiar with key messages about healthy births, attachment, discipline, health, nutrition, safety, sleep and transitions/routines. (5) Parents understand that a child's development influences parenting responses. (6) Parents display more literacy and language promoting behaviors. (7) Parents demonstrate positive parenting skills, including nurturing and responsive parenting behaviors and positive discipline techniques. (8) Parents show increased frequency, duration and quality of parent-child interactions. (9) Children will have increased identification and referral to services for possible delays and vision/hearing/health issues. (10) The quality of the home environment will improve. (11) Families will build social connections and link with other families. (12) Parents are more resilient and less stressed. (13) Parents are empowered to identify and utilize resources and achieve family and child goals. (14) Families are connected to concrete support in times of need.
Describe how the selected program model meets the needs of the community (ies) proposed.	The Parents as Teachers model is designed to serve families throughout pregnancy until children enter kindergarten. It is also designed to be adaptable to serve families with a range of risk factors within communities. The factors that identified Hamilton County as a county of significant risk are: pre-term births, low birth weight babies, infant mortality; high crime which includes an elevated youth arrest rate. Each of these risk factors can be impacted by the educational information, monitoring and screenings in home visits or by resource referrals or through the development of strong ties with others in the community through the group connections. The core of Parents as Teachers is relationship-based and parenting-focused. The major emphases are on parent-child interaction, optimal child development, development-centered positive parenting and family well-being, strengths, capabilities and skills. It works to help families build protective factors within their own family. While it serves first-time parents, pregnant parents or teen

	parents, it also serves the broad spectrum of families with high needs. These services are available throughout the parenting continuum from the prenatal stage to kindergarten entry. Parents as Teachers research-based Foundational Curriculum incorporates the Strengthening Families™ Protective Factors. If other community services and home visiting models also include Protective Factors training, there can be collaboration and shared learning. This would help to facilitate the development of common community practices across models and service providers within Hamilton County.
Describe your agency's current and prior experience with implementing the model(s) selected and current capacity to support the model.	Hamilton County Government has operated a Parents as Teachers program since 1994 and for the entire time, has remained in good standing with the National Center for Parents as Teachers. Also at the program's inception to demonstrate its commitment to Parents as Teachers, Hamilton County generously agreed to act as the TN State Office for Parents as Teachers. Funding for the time those services required was folded into salary for individuals serving in management positions within PAFT. That allowed Parents Are First Teachers to receive the benefit of free access to new curricula and materials developed by Parents as Teachers. The direct relationship with the National Center facilitated communication and quick resolution of issues related to specific program operation. Even with the looming prospect of having fewer dollars to support Parents Are First Teachers, Hamilton County remains committed to its support for Parents as Teachers services.
Outline timeline for obtaining the curriculum or other materials needed.	All currently employed PAFT Social Counselors/ Parent Educators have access to the most current, up-to-date Parents as Teachers Foundational Model Implementation and Foundational 2 Curricula as well as other PAT supporting curricula and materials such as *Money Matters, A Young Parent's Workbook for Finances—and the Future, Supporting Families of Children with Special Needs, Partnering with Teen Parents Curriculum and A Professional's Guide to Nutrition and Fitness of Young Children.* Most of the l necessary screening tools have been acquired. The updated ASQ:SE 2 will be released for

	purchase in the fall of 2015. Current grant funding is also being used for supplies purchases needed for programming services. For new staff, upon completion of training, access to the PAT curriculum is automatic.
Describe training for home visitors and supervisors, including whether initial training is completed and ongoing training and professional development activities are provided by the implementing local agencies, or obtained from the national model developer.	All PAT Parent Educators/Social Counselors and Supervisors must receive the standard 3-day Foundational Training and the 2-day Model Implementation Training. If the age three to kindergarten entry population is served, that 2-day training, now referred to as Foundational 2, must take place. That initial training is obtained from Parents as Teachers. Each year there are continuing education requirements with a minimum of 20 hours the first year after training, 15 the 2nd year and 10 thereafter. This continuing education is accessed locally, regionally and at the state level through quality low or no cost trainings. The annual professional development goals Parent Educators set each year helps to guide some aspects of continuing training. PAT has a professional development component and those courses can be used if the budget permits. PAT also has web-based trainings which are reasonably priced. At times, state level agencies have offered PAT trainings in TN which included professionals from other child/family serving agencies. Current PAFT Parent Educators/Social Counselors working on this project are PAT certified to serve the prenatal to kindergarten family population. In August, 2011, one Educator was retrained in the new Parents as Teachers Foundational Training which includes more intensive training in the core competencies needed to work with higher risk families and specifically includes maternal depression and DOVE domestic violence materials. Model Implementation training for her was completed in 2012. Her 3 to K Curriculum training occurred prior to 2011.That curriculum has been upgraded and renamed Foundational 2 Another Educator attended Foundational and Model Implementation training in the fall of 2013 and 3 to K training shortly thereafter. The two most recently hired Educators received Foundational, Model Implementation and 3 to K trainings in the fall of 2014. The manager/supervisor received both the Foundational and

	Model Implementation training in 2011 and 3 to K in the time prior to Healthier Beginnings.
Describe your plan for providing high-quality clinical supervision and reflective practice for all home visitors and supervisors.	Each Parent Educator is to receive a minimum of four hours (individual and staff meetings) of supervision each month. The Supervisor accesses supervision from an administrator, peer mentor or other professional no less than quarterly. The Supervisor and Parent Educator will follow the supervision and reflective practice process which is built-in to Parents as Teachers model fidelity. PAT supervisors are to meet with individual home visitors 2 hours per month. Items discussed are: educator reflections on work with families, relationship building though visits and group connections, promoting child development and positive parenting behaviors, balance of knowledge sharing and parent empowerment, screening, rescreening and recommendations, effective linkage with community resources, program and working conditions, administrative issues such a recordkeeping). Other items may be included. Another item in the supervisory session is the specific review of each family's progress toward meeting goals. An open-door or an as-needed basis for supervision will be maintained, but it will be in addition to the regular meetings. A minimum of two hours of staff meetings is to occur monthly.
Estimate the number of families to be served.	It is estimated that 96 families will be served. Family service capability is dependent upon intensity of service and its on-going modification during the duration of a family's enrollment including the number of family risk factors.
Outline a plan for identifying and recruiting participants.	The plan for identifying and recruiting participants is: (1) Grant services will be targeted to those identified families who reside in an area of the county which has high levels of poverty, crime, low birth-weight babies and under performing schools. Outreach will be made to educational and social service entities operating in those areas. (2) HUGS will share with PAFT referrals that come in to the Health Department's Case Management Department. (3) PAFT will continue to communicate with entities who currently forward referrals to PAFT. (4) PAFT will develop strategies to enroll families in rural underserved

	geographical areas of the county. (5) Outreach is ongoing with Latino family serving organizations.
Outline a plan for minimizing the attrition rates for participants enrolled in the program.	PAFT will use a triple approach to minimize attrition. (1) The overarching strategy is to develop staff skill at working with at-risk populations by building on the new Parents as Teachers training which is focused on core competencies of individuals who serve families with difficulties. Coupled with that, is the inclusion of more intensive staff supervision where staff receives supervisory support and feedback with greater frequency. The front-end family assessment where needs are identified at the beginning of service will provide the Parent Educator with a clearer understanding of the family's need and can respond to those needs more effectively. (2) The second strategy is supervisor-parent educator evaluation of each family exit so as to ascertain reasons why and how PAFT could have changed that exit if enrollment was less than two years. (3) The 3nd strategy is an incentive system which rewards families at various levels of length of participation. These incentive items include diapers and wipes and also items for parents such as hand sanitizer and personal items as well as imprint items, umbrellas, stroller and pack-n-play cribs. The incentive system will also include items which are curriculum and program related. These items include safety plugs, books, and toddler size cups. Purchase of these items is included in the budget but donations from the community will be sought. The annual basic customer service survey will further assist to inform regarding program operating procedures which could be modified to reduce attrition.
Describe your plan for recruiting, hiring, and retaining appropriate staff for all positions.	Program quality is directly related to assuring that individuals are hired who: value working with young families, have effective communication and interpersonal skills and are committed to continually further developing their skills to respond to families' needs. Current PAFT staff includes 4 full time home visitors and a manager. Staff retention is directly related to adequate, appropriate training coupled with intensive, supportive supervision from the beginning to make them knowledgeable and comfortable as they develop skill in delivering home visits. Due to the nature of home visiting, a flexible schedule is mandatory.

	For most home visitors this is a 'perk'. Time from work for personal appointments does not result in having to take as much leave time.
Provide an estimated timeline to reach maximum caseload in each community identified.	As new staff is hired, it is estimated it will take 6 months to reach maximum caseload or capacity.
Outline a plan for obtaining, modifying or continuing a data system for ongoing internal continuous quality improvement (CQI).	Parents as Teachers philosophy is that all evaluation should support and be responsive to continuous quality improvement. Process evaluation focuses on examining what goes on inside a program in regard to activities offered, staff practices and actions of children and families. Annually, affiliate programs report to the national center their compliance with model replication requirements, service delivery and program implementation. This report is called the Affiliate Performance Report (APR). The PAT Quality Standards support affiliates as they continually work toward achieving the even higher levels of excellence in serving families. The model has developed tools to assist supervisors in their task to facilitate effective service delivery by home visitors. Many of the aspects of MIECHV/Healthier Beginnings screening requirements are already included in Parents as Teachers. Documentation, database and hard copy is to be completed within three work days of any action. This allows management to more closely monitor services and to be more quickly responsive to issues which impact quality. Performance management is essential to program smooth functioning and improvement. The planned Red Cap database system is greatly anticipated to assist in all aspects of planning and performance management.
Describe local capacity to	Discussion continues in Hamilton County regarding the

integrate the proposed home visiting services into an early childhood system, including existing efforts or resources to develop a coordinated early childhood system at the community level, such as a governance structure or coordinated system of planning.	need for a county-wide local early childhood system that includes all home visiting service providers with a plan to coordinate services, route referrals and maximize positive outcomes for families. PAFT will continue to work with existing entities in the manner of the past few years and will support efforts to establish the needed centralized coordinated system. Recognizing the future of community services for children and families is a holistic, wraparound, continuum-of-care approach, the Hamilton County Health Department acknowledges that it would be appropriate for it to be the locus for starting the conversation within the county. It also recognizes that all the domains of service to families including health, social welfare and education both governmental and the non-profit sector must be included in any system to accomplish positive gains and help to move population markers in Hamilton County. The Chattanooga-Hamilton County Health Department established a very basic internal referral system for HUGS and PAFT. Plans are underway to revamp and establish a more formalized plan. The 'Welcome Baby' program has begun to route services to families who can benefit from home visiting. Also, 'Welcome Baby' will inform the continual process to integrate home visiting services into a viable early childhood system in Hamilton County. Input from all county home visiting service providers, as well as community agencies using the services will be essential to develop a system that is responsive to families and helps accomplish positive outcomes for them.
Describe the current community involvement in program implementation and note that community involvement is expected to continue on an ongoing basis throughout the duration of this program.	Within Hamilton County, a number of organizations are involved with Parents Are First Teachers. Some of these organizations are: United Way's Project Ready for School which provides Dolly Parton's Imagination Library books for enrolled children. It also provides additional books to use as incentives. The Partnership for Families, Children and Adults (PFCA) through its Building Stable Lives project provides support for PAFT enrolled families. The city of Chattanooga provides free access to its primarily urban Recreation Centers as locations for Group Connections. The Creative Discovery Museum, the Bessie

	Smith Museum, Olivet Baptist Church, and The Public Library have also allowed PAFT to use their facilities at no charge.
Outline a plan for ensuring implementation, with fidelity to the model, and include a description of the following: the overall approach to home visiting quality assurance; the approach to program assessment and support of model fidelity; anticipated challenges and risks to maintaining quality and fidelity, and the proposed response to the issues identified.	For Parents Are First Teachers to operate as an evidenced based program it must remain affiliated with Parents as Teachers national office, report annually on service delivery, program implementation and compliance with the model replication requirements through the submitted Affiliate Performance Report. Parents as Teachers helps affiliates implement with fidelity with a straightforward plan that leads you through the process. (1) Implementing with fidelity begins with reviewing Parents as Teachers Readiness Reflections and understanding and accepting the basic Essential Requirements. This information details model fidelity in regard to parent educator background and experience, duration of services, assessment and goal setting, the four core components, supervision, professional development, evaluation, training, materials and funding requirements. (2) Parent Educators fully trained in both Parents as Teachers Foundational Training and Model Implementation learn the foundation for home visiting as a methodology within the early childhood system as well as the theoretical framework of the practice of the model. (3) The Parents as Teachers Affiliate Quality Assurance Blueprint serves as the roadmap or blueprint to assist affiliated to implement with the highest level of quality in all areas of program services. Continual adherence to these Guidelines assures fidelity and application of the evidence-based practice. (4) Affiliates annually report on compliance with the essential requirements by the submission of the Affiliate Performance Report. (5) Every four years affiliates are to engage in a self-study and quality endorsement process of expanded program assessment. PAT's quality standards and accompanying affiliate quality assessment have been piloted and are now currently in use. In July 2014, affiliates will be required to implement this process of quality endorsement. At this point in time, the currently known budget cost for this quality endorsement is included in the budget. There can be significant challenges to

	operating at the highest quality. Helping staff understand the importance of why a specific challenging element must be met sets the stage for having them help solve the issue.
Describe your plan for working with the national model developer(s) and include a description of the technical assistance and support to be provided through the national model.	The plan for working with and communicating with the national center for Parents as Teachers is to remain at the high level of the past. There is an already established regular communication system with our developer which includes both hard copy and e-mails. Robin Roberts is Parents as Teachers' Southeast Regional Support Specialist. Monthly conference calls are held and Robin forwards or brings to our attention model or record keeping updates. There is a vast amount of detailed model information on the Parents as Teachers website. The site is intended to provide access to as much model information as possible prior to making direct calls to the national center for assistance. However, Parents as Teachers is responsive to direct inquiry for training and implementation queries. Response to information requests from PAT's E-Business system has been prompt.
List anticipated technical assistance needs such as developing a countywide early childhood system, implementing models with fidelity, planning and conducting CQI activities, identifying benchmarks, or other topics. Identify areas or topics for which technical assistance is available or will be provided by existing resources, such as through technical assistance provided by model developers, if applicable.	Technical assistance needs include help with the development of a countywide early childhood system and the continued specific Department of Health guidance regarding its data collection mechanism and its new record keeping system, Red Cap. Parents as Teachers provides technical assistance to implement the program with fidelity and will continue to do so. These specific areas include: meeting the essential elements, appropriateness of on-going professional development activities and program processes to move forward to become a Parents as Teachers Quality Endorsed Program.

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Chattanooga-Hamilton County Department of Health
Subrecipient's DUNS number	029870271
Federal Award Identification Number (FAIN)	1 X02MC27418-01-00
Federal award date	7/31/2014
CFDA number and name	93.505 Affordable Care Act (ACA) Maternal, Infant and Early Childhood Home Visiting Program
Grant contract's begin date	10/1/15
Grant contract's end date	9/30/16
Amount of federal funds obligated by this grant contract	$360,500.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$2,338,635.00
Name of federal awarding agency	HRSA
Name and contact information for the federal awarding official	Marilyn Stephenson - MStephenson@hrsa.gov
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)	11.3%

ATTACHMENT 3

GRANT BUDGET

(BUDGET PAGE 1)

Chattanooga-Hamilton County Health Department - Home Visiting Services through the Federal Maternal, Infant, and Early Childhood Home Visiting Program

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning October 1, 2015 and ending September 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]	$216,400.00	$0.00	$216,400.00
2	Benefits & Taxes	$118,100.00	$0.00	$118,100.00
4, 15	Professional Fee/ Grant & Award [2]	$2,300.00	$0.00	$2,300.00
5	Supplies	$4,500.00	$0.00	$4,500.00
6	Telephone	$4,200.00	$0.00	$4,200.00
7	Postage & Shipping	$500.00	$0.00	$500.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$1,400.00	$0.00	$1,400.00
10	Printing & Publications	$400.00	$0.00	$400.00
11, 12	Travel/ Conferences & Meetings[2]	$12,700.00	$0.00	$12,700.00
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	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$360,500.00	$0.00	$360,500.00

[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.tn.gov/finance/act/documents/policy3.pdf).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT 3 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

SALARIES									Longevity	AMOUNT
Marguerite Chambers, Health Program Manager	$	4,301.30	x	12	x	100%	+	$	1,200.00	$52,815.62
Linda Hartline, Social Counselor	$	3,258.22	x	12	x	100%				$39,098.63
Shandra Frit, Social Counselor	$	3,355.97	x	12	x	100%	+	$	375.00	$40,646.58
Janet Middlebrooks, Secretary	$	2,316.51	x	12	x	25%	+	$	168.75	$7,118.28
Cortney Lawrence, Social Counselor	$	3,178.75	x	12	x	100%				$38,145.00
Irma Perez, Social Counselor	$	3,218.42	x	12	x	100%				$38,621.00
									TOTAL ROUNDED	**$216,400.00**

PROFESSIONAL FEE/GRANT & AWARD	AMOUNT
Parents as Teachers National Center Fee for Site Affilication & Staff Certification	$2,300.00
TOTAL	**$2,300.00**

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Routine Local Travel	$9,300.00
Professional Development trainings:(face to face and web-based) Manager and 4 home visitors;PAT Conference, Model Foundational 1 and 2, Home Visitor Summit, TBD	$3,400.00
TOTAL	**$12,700.00**

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
FEDERAL ID#	Edison Vendor #	INVOICE PERIOD FROM TO
CONTRACTING STATE AGENCY PROGRAM AREA	Tennessee Department of Health	CONTRACT PERIOD FROM TO
EDISON CONTRACT NUMBER OCR CONTRACT NUMBER		CONTACT PERSON/TELEPHONE NO.

BUDGET LINE ITEMS	(A) TOTAL CONTRACT BUDGET	(B) AMOUNT BILLED YTD (MO./DAY/YR.)	(C) MONTHLY EXPENDITURES DUE	**FOR CENTRAL OFFICE USE ONLY** SPEEDCHART NUMBER: USERCODE: PROJECT ID: AMOUNT:
Salaries				
Benefits				SPEEDCHART NUMBER:
Professional Fee/Grant & Award				USERCODE:
Supplies				PROJECT ID:
Telephone				AMOUNT:
Postage & Shipping				
Occupancy				SPEEDCHART NUMBER:
Equipment Rental & Maintenance				USERCODE:
Printing & Publications				PROJECT ID:
Travel/Conferences & Meetings				AMOUNT:
Interest				
Insurance				SPEEDCHART NUMBER:
Specific Assistance to Individuals				USERCODE:
Depreciation				PROJECT ID:
Other Non Personnel				AMOUNT:
Capital Purchase				
Indirect Cost				
TOTAL				

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

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

Title:

Date:

PROGRAM APPROVAL AUTHORIZED SIGNATURE

Title:

Date:

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION
FOR FISCAL USE ONLY

Title:

Date:

ATTACHMENT: 4

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
Tennessee Department of Health
Fiscal Services
6th Floor - Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

Telephone 615-532-7115
FAX 615-741-9533

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 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 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 _____

Schedule A, 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 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)				

Schedule C - Final Page STATE OF TENNESSEE PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY _____ REPORT PERIOD _____

Schedule A Year-To-Date Information

Item #	EXPENSE BY OBJECT:	TOTAL DIRECT PROGRAM EXPENSES YEAR TO DATE	TOTAL NONGRANT/ UNALLOWABLE EXPENSES YEAR TO DATE	TOTAL ADMINISTRATIVE EXPENSES YEAR TO DATE	GRAND TOTAL YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Attachment 6

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:

Pamela R. Staples, M.S., Evidence-Based Home Visiting 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**

STATE OF TENNESSEE
Hamilton County

July 15, 2015
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 715-26

A RESOLUTION TO AUTHORIZE PAYMENT TO WILL DENAMI TO REPRESENT THE INTERESTS OF HAMILTON COUNTY BEFORE THE TENNESSEE GENERAL ASSEMBLY AND OTHER GOVERNMENTAL ENTITIES DURING FISCAL YEAR 2015-2016.

WHEREAS, Hamilton County is in the process of, and will indeed, propose passage of legislation to improve the conditions of this County; and

WHEREAS, it is in the best interest of Hamilton County to have an advocate to represent its interests on matters affecting this County as may come before the Tennessee General Assembly and other governmental entities; and

WHEREAS, Will Denami has served in said capacity in the past and is willing to continue to so serve Hamilton County during fiscal year 2015-2016, while receiving consideration in the amount of Sixty Thousand Dollars ($60,000.00), including travel and entertainment expenses, as has been budgeted; and

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

That Will Denami is hereby authorized to represent the interests of Hamilton County before the Tennessee General Assembly and other governmental entities during fiscal year 2015-2016 in accordance with the attached Agreement to which the County Mayor is hereby authorized to execute, and that payment to Will Denami in the amount of Sixty Thousand Dollars

($60,000.00) is hereby authorized for said advocate's salary and travel and entertainment expenses.

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 15, 2015

Date

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES (the "Contract") is made this 1st day of July, 2015 by and between the **HAMILTON COUNTY GOVERNMENT**, ("the Client") whose address is 625 Georgia Avenue Suite 208 Chattanooga, TN 37402 and **WILL DENAMI**, Government Affairs (the "Consultant") whose address is P.O. Box 680541 Franklin, TN 37068 and a mailing address at the same. The Client and the Consultant may be referred to as a "Party" or collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Client is in need of a professional service consultant for government affairs within the State of Tennessee; and

WHEREAS, the Consultant affirms he is experienced and qualified to perform these activities; and

NOW, THEREFORE in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to be legally bound as follows:

1. SERVICES

The Consultant shall provide his professional services within and before various governmental entities, including but not limited to the General Assembly of the State of Tennessee, in advocating various matters and issues of interest to the Client.

2. TERM

This Contract shall commence on July 1, 2015 and shall expire on June 30, 2016.

3. TERMINATION

Either Party may terminate this Contract at any time for any reason upon sixty (60) days' written notice. The Client shall only be obligated to pay the Consultant the earned Compensation up to the date of termination.

4. COMPENSATION

In consideration of the performance of the services described, the Client agrees to pay Consultant a fee of Five Thousand Dollars ($5,000.00) per month for a total of Sixty Thousand Dollars ($60,000.00) over the life of the Contract. The fee shall be paid monthly by the fifth (5th) day of the month. All travel expenses, professional registration fees, and any other miscellaneous expenses associated with this Contract, as incurred by Consultant, are included in the Compensation.

5. INDEPENDENT CONSULTANT

The Parties intend that the Consultant shall perform this Contract as an independent Consultant and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the Parties and neither Party shall have the authority to bind the other Party in any respect. The Consultant shall not be considered an agent or employee of the Client for any purpose and the Consultant will not be entitled to any of the benefits the Client provides for its employees

6. GOVERNING LAW

The laws of Tennessee shall govern this Contract.

7. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by a duly authorized representative and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing.

8. ENTIRE AGREEMENT

This Contract constitutes the final, complete, and entire written agreement of the Parties and supersedes all previous communications, representations, agreements, promises, statements, proposals, and specifications, whether written or oral, by or between the Parties, except as expressly referenced and adopted herein. This Agreement may only be modified in writing signed by each of the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year written below.

Client:	**Consultant:**
HAMILTON COUNTY GOVERNMENT	**WILL DENAMI**
By:_____	By:_____
Title:_____	Title:_____