

**WORK SESSION AGENDA  
JULY 3, 2018  
4:00 p.m.**

1. **Agenda Review**

**AGENDA  
CITY OF MORRISTOWN, TENNESSEE  
CITY COUNCIL MEETING  
JULY 3, 2018 – 5:00 P.M.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Don Lamb, Chaplain Morristown Fire Department

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

1. June 19, 2018

6. **PROCLAMATIONS/PRESENTATIONS**

7. **CITIZEN COMMENTS ABOUT AGENDA ITEMS ONLY**  
(Other than items scheduled for public hearing.)

8. **OLD BUSINESS**

- 8-a. **Public Hearings & Adoption of Ordinances/Resolutions**

9. **NEW BUSINESS**

- 9-a. **Resolutions**

**9-b. Introduction and First Reading of Ordinances**

1. Ordinance No. \_\_\_\_\_  
An Ordinance of the City Council of Morristown, Tennessee, amending Title 9, Business, Peddlers, Solicitors, Etc., Chapter 5 Mobile Food Vending.  
**{Public Hearing July 17, 2018}**
2. Ordinance No. \_\_\_\_\_  
An Ordinance of the City Council of Morristown, Tennessee, amending Title 14, Zoning and Land Use Control, Chapter 2 General Zoning Provisions, Short-Term Rental Units.  
**{Public Hearing July 17, 2018}**

**9-c. Awarding of Bids/Contracts**

1. Approval of Contract between the City of Morristown and Tennessee Department of Transportation (TDOT) for Widening of Central Church Road, From SR-34 (US-11, West Andrew Johnson Highway) to Connie Street, Morristown, Hamblen County; PIN #127680.00; Federal Project # STP-M-5930(10); State Project # 32LPLM-F3-06t; Agreement # 180058.
2. Approval of Contract with the State of Tennessee for GNSS Reference Network; used by Public Works Engineering Department to tie into the survey control network via internet.
3. Approval of Contract Amendment No. 01 between the City of Morristown and DIA Design for the City Center Plaza Project, Phase 2 design services, in the amount of \$95,000.
4. Approval of Bid for Petosky Plastics Site Improvements, Phase II (FastTrack Program); subject to Tennessee Department of Transportation Review and Approval, to Burke-Ailey Construction Co., for a total construction contract of \$414,500.
5. Approval of Bid for Asphalt Resurfacing and Sidewalk Maintenance to Summers-Taylor, Inc.
6. Approval of Geographic Information System (GIS) Software \$50,000, continuation of original agreement with, ESRI, Inc.
7. Approval of Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$12,984.

**9-d. Board/Commission Appointments**

1. Mayor's appointment to the Morristown Regional Planning Commission to fill the unexpired term of Jim Beelaert; term to expire March 1, 2019.

**9-e. New Issues**

1. Approval of hiring of three (3) entry-level Patrol Officers for Morristown Police Department.

**10. CITY ADMINISTRATOR'S REPORT**

**11. COMMUNICATIONS/PETITIONS**

**This is the portion of the meeting where members of the audience may speak subject to the guidelines provided.**

**12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES**

**13. ADJOURN**

**City Council Meeting/Holiday Schedule:  
Regular City Council Meeting with Work Session**

July 4, 2018	(Wednesday)	City Employee's Holiday Independence Day
Ju. 10, 2018	(Tues) 1:00 p.m.	Called Work Session – TCRS Retirement Plan
Jul. 17, 2018	(Tues) 3:45 p.m.	Finance Committee Meeting
Jul. 17, 2018	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Jul. 17, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Aug. 7, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Aug. 7, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Aug. 10-11, 2018	(Fri) noon – 5 p.m.	City Council Annual Planning Work Session
	(Sat) 8 a.m. - noon	Meadowview Conference Center, Kingsport, TN
Aug. 21, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Aug. 21, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Sep. 3, 2018	(Monday)	City Employee's Holiday Labor Day
Sep. 4, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Sep. 4, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Sep. 18, 2018	(Tues) 3:45 p.m.	Finance Committee Meeting
Sep. 18, 2018	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Sep. 18, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Oct. 2, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Oct. 2, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Oct. 16, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Oct. 16, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

**WORK SESSION AGENDA  
JULY 3, 2018**

- 1. No Work Session Scheduled.**

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
JUNE 19, 2018**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, June 19, 2018, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Kay Senter, Dennis Alvis, Ken Smith, and Tommy Pedigo, absent; Chris Bivens.

Charles Mills, Chaplain, Morristown Police Department led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Senter made a motion to approve the June 5, 2018, minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney presented the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year 2017 to City Administrator Tony Cox. This is the 5<sup>th</sup> consecutive year that the City has been awarded this certificate.

Mayor Chesney presented a plaque to Jim Beelaert for his sixteen years of service on the Planning Commission.

Barbara Garrow, Director Downtown Crossroads Partnership and Mannie Bedwell, U.T. Extension Agent, presented to Council information on the Downtown Farmers Market.

A Public Hearing was held relating to Ordinance No. 3611; no one spoke.

City Administrator Tony Cox advised Council that Ordinance No. 3611 was amended between the first and second reading to reflect changes to insurance premiums. Councilmember Senter made a motion to approve Ordinance No. 3611 as amended on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3611**

**An Ordinance of the City of Morristown, Tennessee, Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2018, and ending June 30, 2019.**

A Public Hearing was held relating to Ordinance No. 3580.04; no one spoke.

Councilmember Smith made a motion to approve Ordinance No. 3580.04 on second and final reading. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

**Ordinance No. 3580.04**

**To Amend Ordinance Number 3580, the City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2017-2018 and to Appropriate Additional Funds Totaling \$12,227, necessary to account for the revenue received in the E-Citation Fund.**

A Public Hearing was held relating to Ordinance No. 3580.05; no one spoke.

Councilmember Alvis made a motion to approve Ordinance No. 3580.05 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

**Ordinance No. 3580.05**

**To Amend Ordinance Number 3580, the City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2017-2018 and to Re-allocate Funds Totaling \$149,300 and to Reduce the Revenue and Expense in the Amount of \$960,000 associated with the West Andrew Johnson Highway Project.**

Councilmember Garrett made a motion to approve Resolution No. 06-18. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

**Resolution No. 06-18**

**Being a Resolution of the City Council of Morristown, Tennessee, Modifying the City/Employee Health Insurance Funding Ratio.**

Whereas the City Council for the City of Morristown does desire to modify the amount of the health insurance funding ratio between the City of Morristown and the City employees in an effort to alleviate the impact of the rising costs of health insurance premiums for the City employees.

Now therefore, be it resolved by the City Council for the City of Morristown, Tennessee that the current health insurance funding ratio of 85% borne by the City of Morristown and 15% borne by the City employees is hereby modified to be 88% borne by the City of Morristown and 12% borne by the City employees.

Passed on this the 19<sup>th</sup> day of June 2018.



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MAYOR

ATTEST:

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CITY ADMINISTRATOR

Councilmember Senter made a motion to approve Resolution No. 07-18. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

**Resolution No. 07-18**

**A Resolution Authorizing the Disbursement to ALPS, Boys & Girls Club of Morristown, Inc., CEASE, Inc., The Child Advocacy Center, Girls, Inc., Helping Hands Clinic, Inc., KAB, MATS, Morristown-Hamblen Child Care Center, Rose Center, Senior Citizens Center, Senior Citizens Home Assistance Service, Stepping Out, Helen Ross McNabb Center, Boys & Girls Club Swim Team, Project Graduation, Diversity Task Force, Morristown-Hamblen Imagination Library Advisory Council, Economic Development, Crockett Tavern, and of those funds allocated to these Non-Profit Charitable and Civic Organizations in the City of Morristown's 2018/2019 Fiscal Year Budget.**

WHEREAS, as a part of its annual budget process the City of Morristown allocates to be disbursed to deserving non-profit charitable and civic organizations; and,

WHEREAS, as a part of the City of Morristown's budget adopted for the 2018/2019 fiscal year three hundred twenty-nine thousand five hundred dollars (\$329,500) were allocated to be disbursed to the ALPS, Boys & Girls Club of Morristown Inc., CEASE Inc., the Child Advocacy Center, Girls Inc., Helping Hands Clinic, Inc., KAB, MATS, Morristown-Hamblen Child Care Centers, Rose Center, Senior Citizens Center, Senior Citizens Home Assistance Service, Stepping Out, Helen Ross McNabb Center, Boys & Girls Club Swim Team, Project Graduation, Diversity Task Force, Morristown-Hamblen Imagination Library Advisory Council, Economic Development, and Crockett Tavern; and,

WHEREAS, the City of Morristown in accordance with Tennessee Code Annotated 6-54-111 does hereby pass this Resolution authorizing the disbursement to these non-profit charitable and civic organizations of the funds appropriated and budgeted for their use and benefit in the City of Morristown's 2018/2019 fiscal year budget; and,

WHEREAS, it is in the best interest and welfare of the citizens and residents of the City of Morristown that this Resolution shall be passed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown, Tennessee, meeting in regular session on this the 19th day of June 2018, with a lawful quorum of said Council being present and with a majority of said Council voting in the affirmative as follows:

1. That the three hundred twenty-nine thousand five hundred dollars (\$329,500) appropriated and budgeted by the City of Morristown Council in its 2018/2019 fiscal year budget for the use and benefit of deserving non-profit charitable and civic organizations shall be disbursed and is authorized to be disbursed as follows:

ALPS	\$ 13,000
Boys & Girls Club of Morristown, Inc.	16,500
CEASE, Inc.	18,000
The Child Advocacy Center	1,000
Girls Inc.	15,000
Helping Hands Clinic, Inc.	7,125
KAB	19,950
MATS	8,000
Morristown-Hamblen Child Care Centers	23,925
Rose Center	13,000
Senior Citizens Center	48,625
Senior Citizens Home Assistance Service	5,000
Stepping Out	5,000
Helen Ross McNabb Center	32,875
Boys & Girls Club Swim Team	10,000
Project Graduation	1,000
Diversity Task Force	7,000
M-H Imagination Library Advisory Council	5,000
Economic Development	71,500
Crockett Tavern	8,000
	<u>\$ 329,500</u>

2. This Resolution shall be effective from and after its adoption.

PASSED on this the 19<sup>th</sup> day of June 2018.

\_\_\_\_\_  
MAYOR



ATTEST:

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CITY ADMINISTRATOR

Councilmember Senter made a motion to approve the agreement between the City of Morristown and LDA Engineering for Sinkhole Remediation and Investigation Lot 22 MAID in the amount of \$25,920. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the contract amendment for the rebidding of Phase IV Greenway in the lump sum fee of \$4,000 to McGill Associates. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the Inspection and Maintenance Agreement (I&M) between the City of Morristown and Chasan, LLC for Aubrey’s Morristown. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to re-appoint R. Jack Fishman, James Craine, Rosemary Moody, Raul Rangel and Joe Swann to the Industrial Development Board (Health, Education & Housing Facilities Board) for six (6) year terms to expire on June 30, 2024. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the Morristown Hamblen Library Board of Trustees nomination of Terry Winstead as a new City Representative on the Board for a three (3) year term to expire on July 1, 2021. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney adjourned the June 19, 2018, City Council meeting at 5:50 p.m.

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MAYOR

ATTEST:

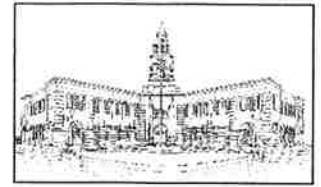
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CITY ADMINISTRATOR

# City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council  
FROM: Steve Neilson, Community Development Director *SN*  
DATE: July 3, 2018  
SUBJECT: Text Amendment – Title 9, Section 5, Mobile Food Vending

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## **BACKGROUND:**

This is a proposed amendment to Title 9 to regulate food trucks. Currently, staff approves food trucks as a temporary use allowing them up to 90 days in any one calendar year. The proposed ordinance would allow food trucks year-round and provide a better process for their review. In addition, it includes a checklist of minimum requirements.

It also includes minimum standards/guidelines defining where they can and cannot locate, sets hours of operation, and it provides minimum parking requirements. It also includes enforcement procedures for those Operators which violate any section of the code.

In drafting this ordinance, staff worked closely with the Fire Department, Lauren Carroll, City Attorney, and Barbara Garrow of the Crossroad Downtown Partnership. As part of this process Brian Shepherd, Fire Marshal developed a detailed inspection checklist specifically for food trucks.

At the June 19<sup>th</sup> City Council workshop, Council members discussed changes; these proposed changes are highlighted in red.

## **RECOMMENDATION:**

Staff recommends approval of the proposed text amendments.

**ORDINANCE NO. \_\_\_\_\_**

**BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,  
TENNESSEE AMENDING TITLE 9 (BUSINESSES, PEDDLERS,  
SOLICITORS, ETC.), OF THE MORRISTOWN MUNICIPAL CODE.**

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 9 (Businesses, Peddlers, Solicitors, Etc.), Chapter 5 regarding Mobile Food Vending be amended to states:

**Sec. 9-501. - Definitions.**

Food Trucks are vehicles from which the Operator cooks, prepares, or assembles food items and non-alcoholic beverages with the intent to sell such items to the general public.

Ice Cream Trucks are vehicles from which the Operator vends only pre-packaged frozen dairy or frozen water-based food products, soft serve, or hand-dipped frozen dairy products or frozen water-based food products, and pre-packaged beverages.

Location means any single property parcel and all other parcels that are contiguous or cumulatively contiguous to that owned or controlled by single or affiliated entities.

Mobile Food Service Permit means a permit issued by the City for the operation of Food Trucks or Ice Cream Trucks.

Mobile Food Service Vehicle means a Food Truck or an Ice Cream Truck and includes any other portable unit that is attached to a motorized vehicle that is used to the operations of the Mobile Food Service Vehicle.

Operate means to promote or sell food, beverages, and other permitted items from the Mobile Food Service Vehicle.

Operator means any person owning, operating, or permitted to operate a Food Truck or Ice Cream Truck and collectively refers to all such persons.

Vehicle as used in this article, means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks.

**SECTION 9-502 Mobile food service permits.**

- (1) *Applicable.* No Mobile Food Service Vehicle may operate within the City without a

[Return to Agenda](#)

Mobile Food Service Permit issued by the City Planning Department. A Mobile Food Service Permit authorizes the Operator only to engage in the vending of products from a Mobile Food Service Vehicle in compliance with City Code and as specified on the permit. The Mobile Food Service Permit must be prominently displayed when the Mobile Food Service Vehicle is in operation.

- (2) *Application.* A Mobile Food Service Vehicle Operator shall apply for a Mobile Food Service Permit by payment of a \$50 application fee and the following:
  - a. Complete an application form provided by the City, which shall include the following information:
    1. Name and address of the owner of the vehicle;
    2. Name and address of the Operator of the vehicle;
    3. Color photographs of the exterior (front, side, and back) and interior food service portion of the vehicle in the final condition and with all markings under which it will operate;
    4. A copy of the vehicle license and registration form reflecting the vehicle identification number (VIN) of the Mobile Food Service Vehicle;
    5. A copy of the state or county health department license or permit applicable to mobile food providers;
    6. A copy of the Fire Marshal's Mobile Food Vehicle-Fire Safety Inspection;
    7. A copy of the Operator's business license issued by the City or the Operator's home-based County;
    8. A copy of required insurance coverage; and
    9. A drawing/site plan identifying the proposed location of the Mobile Food Service Vehicle on the property along with written permission of the property owner.
  - b. Permittee has an on-going duty to provide the City with notice of any change to any of the information required by the City to obtain a Mobile Food Service Permit, including current photographs of the Mobile Food Service Vehicle in the event of any change in the appearance of or signage on the vehicle.
- (3) *Issuance.* A Mobile Food Service Permit shall be issued upon full completion and review of the application required by this section; however, no Mobile Food Service Permit shall be issued for the purpose of operating a Mobile Food Vehicle to an Operator or any person affiliated with the Operator who had their permit revoked or suspended within the prior twelve (12) months.
- (4) *Expiration.* A Mobile Food Service Permit expires on the date twelve (12) months after issuance and may be renewed provided that all City requirements are met and the license has not been suspended or revoked.
- (5) *Transferability.* A Mobile Food Service Permit may not be transferred except as part of the sale of an interest in a business holding the license or a sale of substantially all of the assets of a business holding the license.
- (6) *Enforcement.*
  - a. *Warnings.* A City Code Enforcement Officer, Fire Marshal, or Planning Official may provide a written or verbal warning to any Operator for a violation of this section.

- b. *Notice of Violation.* A City Enforcement Officer shall issue a Notice of Violation to the mobile food service Operator for the following:
  - 1. A violation of this section is found to have occurred after a warning has been issued within the previous six (6) months; or
  - 2. Any violation that constitutes grounds for revocation of a mobile food service permit.

The Operator shall have two (2) weeks from the date of receiving the Notice of Violation to bring the Mobile Food Vehicle into compliance with all applicable requirements.

- c. *Suspension.* A Mobile Food Service Permit shall be suspended by the City Enforcement Officer until reinstatement for the following reasons:
  - 1. A second violation of this section is found to have occurred after a warning has been issued within the previous six (6) months;
  - 2. The required vehicle license, health permit, Mobile Food Vendor-Fire Safety Inspection, or business tax license for the Operator or the Mobile Food Service Vehicle has expired or been suspended, revoked, or otherwise terminated;
  - 3. The Operator fails to obtain or maintain the insurance coverages required by this section; and
  - 4. If the property owner withdraws consent that the Mobile Food Service Vehicle to use the property.
- d. *Revocation.* The City shall revoke a Mobile Food Service Permit after two (2) suspensions within a twelve (12) month period. However, the Mobile Food Service Permit shall be immediately revoked for the following reasons:
  - 1. An Operator fails to obtain a permit upon expiration of the Temporary Permit as set forth in the Article, or
  - 2. The Operator operates in an unlawful manner or in after “reasons:” such a manner as to constitute a breach of the peace, interferes with the normal use of the right-of-way, or otherwise constitutes a menace to the health, safety, or general welfare of the public.

e. *Reinstatement.*

- 1. *Suspension.* An Operator may apply for reinstatement of a suspended Mobile Food Service Permit by payment of a fee of \$50 to offset the City’s costs of compliance measures, necessary inspections, and the correction of any circumstance that lead to the suspension.
- 2. *Revocation.* The City may allow an Operator to reapply for a Mobile Food Service Permit after three (3) months from the date of revocation, provided the Operator corrects all circumstances that led to the violations, and the Operator pays a fee of \$50 to offset the City’s costs of compliance measures, necessary inspections, and the correction of any circumstance that led to the suspension.

- (7) *Notice.* Upon denial, suspension or revocation of a Mobile Food Service Permit, the City shall give notice to the Operator in writing. There shall be no refund of any other fee(s) paid to the City.
- (8) *Appeal.* Notice of Violation, revocation, or suspension may be appealed by submitting a written appeal to the City Administrator or their designee. A decision will be based upon a written summation of the facts submitted to the City by the permit holder. Any decision made is final.

### **SECTION 9-503 - Locations and hours of operation.**

It is a violation to operate a Mobile Food Service Vehicle at any location or at any time except in compliance with the requirements of this article.

- (1) *Food Trucks*
- a. *Public Property.* Food Trucks shall not operate on City property unless associated with an approved Special Occasion Permit.
  - b. *Farmer's Market/Downtown Green.* Food Trucks shall not operate on the Farmer's Market or Downtown Green property without a signed Farmers Market Application for Food Vendors approved by the Crossroads Downtown Partnership.
  - c. *Private property.* Food Trucks may operate on private property in the following districts: Office Medical Professional, Office Medical Professional-Restricted, Limited Business, Intermediate Business, Central Business, Limited Industrial, Heavy Industrial, Airpark Light Industrial, Tourist Accommodation, Mixed Use, and Planned Commercial District - subject to the following conditions:
    1. *Permission.* Food Truck vendors selling to the public from private property shall have the written permission of the property owner; proof of permission shall be made available to the City immediately upon request.
    2. *Unimproved Properties.* Food Trucks may not operate on an unimproved parcel or portion of an unimproved parcel unless that parcel is paved and has paved ingress and egress.
    3. *Hours of operation.* Food Trucks may not locate or operate longer than eighteen (18) consecutive hours at a location on privately owned property.
    4. *Existing Parking Spaces.* Food Trucks may not take up the use of more than twenty-five percent (25%) of existing parking spaces located on the property for which it has an agreement to operate.



5. *Products Sold.* Food Trucks may only sell food and non-alcoholic beverages.

6. *Restroom Facility.* Food Trucks operating at a location for a duration of more than three (3) hours must have a written agreement, available upon request by the City, that permits employees to have access to a flushable restroom and a sink for washing hands no more than 450 feet from the vending location during all hours of operation.

## **(2) Ice Cream Trucks**

a. *Right-of-way.* An Ice Cream Truck shall not operate from the right-of-way at any one location for more than 15 minutes without relocating to another location not less than one-quarter mile from the previous location unless associated with an approved Special Occasion Permit.

b. *Private property.* Ice Cream Trucks may operate on private property in the following districts: Office Medical Professional, Office Medical Professional-Restricted, Limited Business, Intermediate Business, Central Business, Limited Industrial, Heavy Industrial, Airpark Light Industrial, Tourist Accommodation, Mixed Use, and Planned Commercial district - subject to the following conditions:

1. *Permission.* Ice Cream Trucks selling to the public from private property shall have the written permission of the property owner; proof of permission shall be made available to the City immediately upon request.

2. *Farmer's Market/Downtown Green.* Food Trucks shall not operate on the Farmer's Market or Downtown Green property without a signed Farmers Market Application for Food Vendors approved by the Crossroads Downtown Partnership.

3. *Unimproved Properties.* Ice Cream Trucks may not operate on an unimproved parcel or portion of an unimproved parcel unless that parcel is paved and has paved ingress and egress.

4. *Hours of operation.* Ice Cream Trucks may operate after 10:00 a.m. and before sunset unless a Special Event Permit has been secured.

5. *Existing Parking Spaces.* Ice Cream Trucks may not take up the use of more than twenty-five percent (25%) of existing parking spaces located on the property for which it has an agreement to operate.

6. *Products Sold.* Ice Cream Trucks may only sell food and non-alcoholic beverages.

## **SECTION 9-504 Operating requirements.**

(1) *Vehicle Requirements.*

- a. *Design and Construction.* Mobile Food Service Vehicles shall be specifically designed and constructed for the purpose of the preparation and sale of the specific type of food or non-alcoholic beverages being sold. The Mobile Food Service Vehicle may not operate in any manner that is not safe and is not compatible with the purpose for which the vehicle has been designed and constructed.
- b. *Licensing.* Mobile Food Service Vehicles shall be licensed in accordance with the rules and regulations of any local, state, and federal agency having jurisdiction over motor vehicles. All products sold therein must be properly licensed, permitted, and allowed by local, state, and, federal laws or regulations.
- c. *Compliance.* Vendors of food or beverages shall comply with all applicable state and local health laws regulating the preparation, handling, and presentation of food.

(2) *Right-of-Way.*

Food Trucks in public rights-of-way shall be prohibited unless a Special Event Permit has been secured.

(3) *Business Access.* No Mobile Food Service Vehicle may operate in a location that impedes the ingress to, egress from the property or otherwise causes undue interference with access to other businesses or emergency areas, paths, or facilities.

(4) *Distance between Units.* A Mobile Food Service Vehicle may not operate within ten (10) feet of any other Mobile Food Service Vehicle.

(5) *Types of Cooking Apparatuses.* Open flame cooking (other than with a gas range specifically constructed and designed within the Food Truck) either within or outside a Mobile Food Service Vehicle is prohibited, except where such activity is specifically permitted by the Fire Department.

(6) *Noise.* Amplified music or other sounds from any Mobile Food Service Vehicles may not at any time unreasonably disturb nearby businesses, pedestrians, or vehicles or be in violation of the City's Noise Ordinance.

(7) *Commissary.* A commissary used for the storage of supplies, the preparation of food to be sold or served at or by the Mobile Food Service Vehicle, or the cleaning and servicing of the Mobile Food Service Vehicle may not be located in any residential zoning district. Any such commissary shall comply with all applicable zoning regulations, building code requirements, and requirements of the Morristown Utilities Commission and the Hamblen County Health Department.

(8) *Utilities.* All Mobile Food Service Vehicles shall comply with the City's electrical

code and any power, water, or sewage required for the Mobile Food Service Vehicle shall be self-contained and shall not use utilities drawn from other sources.

- (9) *Fire Extinguishers Required.* All Food Trucks must be equipped with a 2-A:10-B:C fire extinguisher that is certified annually by a licensed company. Additionally, any Mobile Food Service Vehicle that produces grease laden vapors (e.g., those units with deep fat fryers or flat top griddles) must be equipped with a K- Class fire extinguisher that is certified annually by a licensed company.
- (10) *Support Methods.* No Mobile Food Service Vehicle may use stakes, rods, or any method of support that must be drilled, driven, or otherwise fixed, into or onto asphalt, pavement, curbs, sidewalks, or buildings.
- (11) *Pedestrian Service Only.* Mobile Food Service Vehicles shall serve pedestrians only; drive-up, drive-thru, or drive-in service is prohibited.
- (12) *Waste Collection.* The area of a Mobile Food Service Vehicle operation must be kept neat and orderly at all times. The Operator must provide proper trash receptacles for public use that are sufficient and suitable state to contain all trash generated by the Mobile Food Service Vehicle during the period of operation at a location. All trash within the area, regardless of the source, must be removed. All garbage and trash receptacles must be removed from the site when full - even if they are filled prior to the planned departure time of the Mobile Food Service Vehicle from a location.
- (13) *Signage.* Mobile Food Service Vehicles are limited to signs mounted to the exterior of the mobile food establishment and one (1) sandwich board sign with dimensions no larger than six (6) square feet. All signs mounted on the Unit shall be secured and mounted flat against the Unit and shall not project more than six inches (6") from the exterior of the Unit. Sandwich board signs shall not obstruct or impede pedestrian or vehicular traffic.
- (14) *Alcohol sales.* Mobile Food Service Vehicles shall not sell alcoholic beverages.
- (15) *Insurance Requirements.* Mobile Food Service Vehicles shall obtain, at a minimum, any motor vehicle insurance required by any local, state, or federal laws and regulations.
  - a. Food Trucks operating on City public property are required at all times to maintain insurance coverage in the form and amounts required by the City. In the event the required coverage is not properly maintained, the Operator's Mobile Food Service Permit will be immediately revoked. The failure of the Operator to notify the City of any change in coverage will preclude the Operator from obtaining a permit for a period of three (3) months from the date the City learns of the failure to provide the required notification of change.
  - b. Ice Cream Trucks shall not operate on City property other than within the

right-of-way, except upon obtaining a Special Event Permit from the City, and shall be required to obtain insurance consistent with the type of operation permitted.

(16)*Posting of Permit/License.* The Food Truck Operator shall conspicuously post the Mobile Food Service permit and the state or county health department license within the Mobile Food Service Vehicle.

BE IT FURTHER ORDAINED that this ordinance shall take effect from and after the date of its final passage, the public welfare requiring it.

Passed on first reading this the 3<sup>rd</sup> day of July, 2018.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

Passed on second and final reading this the 17<sup>th</sup> day of July 2018.

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MAYOR

ATTEST:

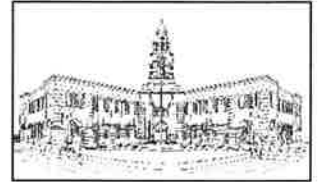
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CITY ADMINISTRATOR

# City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council  
FROM: Steve Neilson, Community Development Director *SN*  
DATE: July 3, 2018  
SUBJECT: Text Amendment – Short-Term Rental Units

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## **BACKGROUND:**

At the June 19th City Council workshop, staff gave an update to the Commission about recent legislation (Pub. Ch. 972) passed by the State requiring communities to allow short term rental units (Airbnbs/VRBOs). However, the Legislature did include a provision allowing cities to regulate them. At that workshop, staff discussed including short term rental units (STRUs) as Home Occupations requiring BZA Use on Review approval. As a Use on Review, the adjoining property owners would receive notification of the proposed request and they would be given an opportunity to voice their concerns.

Staff is proposing two types of STRUs, owner-occupied units (OOSTRUs) and non-owner occupied units (NOSTRUs). OOSTRUs would require the owner of the property to live on the premises and would be allowed in all districts where single-family uses are allowed. A NOSTRU operated by an absentee property owner or leasing agent would be allowed in the OMP, OMP-R, LB, IB, CB, TA, and MUD districts.

The Planning Commission voted unanimously to forward the proposed amendments to the Council for consideration at their June 12<sup>th</sup> meeting.

At the June 19<sup>th</sup> workshop, Council members discussed changes; these proposed changes are highlighted in red.

## **RECOMMENDATION:**

Staff recommends approval of the proposed text amendments.

**ORDINANCE NO. \_\_\_\_\_**  
**BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,**  
**TENNESSEE AMENDING TITLE 14 (ZONING AND LAND USE**  
**CONTROL), OF THE MORRISTOWN MUNICIPAL CODE.**

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 2, Chapter 8, Chapter 10, and Chapter 11, regarding Short Term Rental Units be amended to states:

**14-203. DEFINITIONS**

**OCCUPANCY** The use or possession, or the right to the use or possession, of any room, lodgings, or accommodations in any short-term rental unit.

**OPERATOR** The person or entity, if applicable, offering a short-term rental unit, whether as the owner, lessee, or otherwise.

**SHORT-TERM RENTAL UNIT (STRU)** A dwelling unit, a portion of a dwelling unit, or any other structure or space that is occupied or intended or designed for occupancy by transients for dwelling, lodging, or sleeping and which is offered to transients for consideration for a period of up to thirty (30) consecutive calendar days. "Short-term rental unit" shall not include hotels, inns, motels, bed and breakfasts properly approved by the city, or campgrounds; or dwelling units rented according to a landlord/tenant lease agreement.

**TRANSIENT** Any person who exercises Occupancy or is entitled to Occupancy of any rooms, lodging, or accommodation in a Short-Term Rental Unit for a period of less than thirty (30) consecutive calendar days.

**OWNER OCCUPIED SHORT-TERM RENTAL UNIT (OOSTRU)** A dwelling unit where the property owner permanently resides in the principal residential unit with which the STRU is associated or on the same lot. An OOSTRU permit can only be issued to an owner of the property who resides on the property. A person can only hold one (1) OOSTRU permit in the city. The owner is not required to remain or be present at the short-term rental unit during the occupancy. The rental is limited to three (3) bedrooms.

**NON-OWNER OCCUPIED SHORT-TERM RENTAL UNITS (NOSTRU)** A short-term rental unit that is operated by an owner or lessee of the property who does not reside on the property.

**14-228. HOME OCCUPATION**

- 4. Owner-Occupied Short-Term Rental Units (OOSTRU)** A OOSTRU is an owner occupied short-term rental unit (STRU). OOSTRUs are permitted only as a Use on Review in any district where single family uses are permitted:



- a. No person or entity shall operate an OOSTRU or advertise a residential property for use as an OOSTRU without the owner of the property first having obtained an OOSTRU permit issued by the Planning Department.
- b. The principal renter of an OOSTRU shall be at least twenty-one (21) years of age.
- c. With the exception of the Central Business District, the operator shall provide two (2) paved on-premise parking spaces for the principle single-family residence and one (1) paved on-premise parking space for each two guest bedrooms. Vehicles shall not be parked on front lawns.
- d. The maximum number of paying adult guests permitted on a STRU property at any one time shall not exceed more than twice the number of bedrooms plus four. Simultaneous rental to more than one party under separate contracts shall not be allowed.

For example: a three (3) bedroom STRU would allow a maximum of ten (10) individuals (3 bedrooms x 2 plus 4 equals ten (10)).

- e. Signs, advertising, or any other displays on the property indicating that the dwelling unit is being utilized, in whole or in part, as an STRU are prohibited.
- f. All STRU occupants shall abide by all applicable noise restrictions listed in Section 11-202 of the Morristown Code of Ordinances.
- g. Each STRU shall provide the following life safety equipment on the premises. The equipment shall be and installed to manufacturer specifications:
  - 1. Smoke alarms shall be installed in all the following locations;
    - i. In all sleeping rooms;
    - ii. Outside of each separate sleeping area, in the immediate vicinity of the sleeping rooms; and
    - iii. On each occupiable level of the dwelling unit, including basements.
  - 2. Carbon monoxide alarms or carbon monoxide detectors shall be installed where any of the following conditions exists:
    - i. Dwelling units with attached garages;
    - ii. Dwelling units containing fuel-burning appliances;
    - iii. Outside of each separate dwelling unit sleeping area in the immediate vicinity of the sleeping rooms; and
    - iv. On every occupiable level of the dwelling unit, including basements, but excluding attics and crawl spaces.
  - 3. A fire extinguisher.

Occupancy hazard protection shall be provided by fire extinguishers for such Class A, B, C, D, or K fire potentials as might be present with a minimum rating of 2A:10BC.

Fire extinguishers shall be conspicuously located where they are readily accessible and immediately available in the event of fire.

Fire extinguishers shall be located along normal paths of travel, including exits from areas.

4. Every smoke and carbon monoxide alarm must function properly with the alarm sounding after pushing the test button and the fire extinguisher must be tested annually by an authorized, licensed fire extinguisher contractor. It shall be unlawful to operate a short-term rental unit without a smoke alarm, carbon monoxide detector, or fire extinguisher as required by this section.
- h. A local contact person shall be designated by the operator, who shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of:
1. Being able to physically respond, as necessary, within forty-five (45) minutes of notification of a complaint regarding the condition, operation, or conduct of occupants of the short-term rental unit;
  2. Taking remedial action necessary to resolve any such complaints; and
  3. The name and telephone number of the local contact person party shall be conspicuously posted within the STRU unit.
  4. The dates of garbage/recycling bin pickup shall be conspicuously posted within the STRU unit. Ultimately, the owner of the property is responsible for proper and timely disposal of all garbage and recyclables.
- i. Denial or Revocation of Permit.
1. The operator failed to comply with permit conditions of the previous year.
  2. The Code Enforcement Officer shall notify the permit holder of any complaints received. Upon the filing of three (3) or more complaints within a calendar year regarding a STRU permit, the Code Enforcement Officer may revoke the STRU permit.
  3. If the Codes Enforcement Officer determines that violations of this section or any other ordinance or law relating to STRUs have occurred, the permit to operate a STRU may be revoked.

4. Before revoking any permit, the Codes Enforcement Officer shall give the permit holder fifteen days written notice of the alleged violation(s) against him/her.
5. Any revocation of a STRU permit may be appealed to the Board of Zoning Appeals as an administrative appeal pursuant to section 14-2004.1 of the Morristown Zoning Ordinance.
6. The operator fails to pay applicable taxes, including but not limited to hotel occupancy privilege tax, sales taxes, and gross receipt taxes.

j. Nonconforming Use.

The owner of nonconforming STRU may continue to operate the unit provided they can submit documentation demonstrating they have paid at least six months of sales taxes on rentals during a 12-month period prior to enactment of rules. The owners must continue to maintain a valid Short-Term Rental Unit Permit.

## CHAPTER 8, (OMP) OFFICE, MEDICAL AND PROFESSIONAL DISTRICT

### 14-803.38 Non-Owner Occupied Short-Term Rental Units

- a. Meet all conditions under 14-228.4

## CHAPTER 8B, (OMP-R) OFFICE, MEDICAL AND PROFESSIONAL-RESTRICTED DISTRICT

### 14-8B03.16 Non-Owner Occupied Short-Term Rental Units

- b. Meet all conditions under 14-228.4

## CHAPTER 9, (LB) LOCAL BUSINESS DISTRICT

### 14-903.17 Non-Owner Occupied Short-Term Rental Units

- a. Meet all conditions under 14-228.4

## CHAPTER 10, (IB) INTERMEDIATE BUSINESS DISTRICT

### 14.1003.13 Non-Owner Occupied Short-Term Rental Units

- a. Meet all conditions under 14-228.4

CHAPTER 11, (CB) CENTRAL BUSINESS DISTRICT

14-1103.43 Non-Owner Occupied Short-Term Rental Units

- a. Meet all conditions under 14-228.4

CHAPTER 16, (TA) TOURIST ACCOMMODATION DISTRICT

14-1603.8 Non-Owner Occupied Short-Term Rental Units

- a. Meet all conditions under 14-228.4

CHAPTER 25, (MUD) MIXED USE DISTRICT

14-2503.24 Non-Owner Occupied Short-Term Rental Units

- a. Meet all conditions under 14-228.4

BE IT FURTHER ORDAINED that this ordinance shall take effect from and after the date of its final passage, the public welfare requiring it.

Passed on first reading this the 3<sup>rd</sup> day of July 2018.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

Passed on second and final reading this the 17<sup>th</sup> day of July 2018.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION  
LOCAL PROGRAMS DEVELOPMENT OFFICE**

SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-1402  
(615) 741-5314

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

June 25, 2018

The Honorable Gary Chesney  
Mayor, City of Morristown  
100 West First North Street  
Morristown, TN 37816

Re: Widening of Central Church Road, From SR-34(US-11, West Andrew Johnson Highway) to Connie Street  
Morristown, Hamblen County  
PIN: 127680.00  
Federal Project Number: STP-M-5930(10)  
State Project Number: 32LPLM-F3-065  
Agreement Number: 180058

Dear Mayor Chesney:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires further explanation. If you find the contract satisfactory please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return the contract to me. Once the contract is fully executed, we will send a copy to you for your records.

As you are aware, TDOT will provide reviews of your work during project development. To ensure that TDOT staff schedules adequate time for your project, we are asking that you provide the dates on which you will accomplish project activities. We've listed those activities in this letter. We realize your proposed dates are tentative and subject to change. We will check with you during project development to update project information. The charges for these reviews are noted on Exhibit A of this contract as TDOT ES (for TDOT Engineering Services).

Remember that activities for which you want reimbursement cannot proceed until you receive a Notice to Proceed (NTP) from this office. For those activities please provide an estimate of the number of weeks after the receipt of the NTP you will begin the activity. For all other activities, those for which you are providing the funding, or have an NTP, please provide a month and year estimate.

If you have any questions or need any additional information, please contact Stanley X. Burnette at 615-741-0805 or [Stanley.X.Burnette@tn.gov](mailto:Stanley.X.Burnette@tn.gov).

Sincerely,

A handwritten signature in blue ink that reads "Whitney Britt".

Whitney Britt  
Transportation Manager  
[Whitney.Britt@tn.gov](mailto:Whitney.Britt@tn.gov)

Attachment

**Cc:** Paul Degges  
Whitney Britt  
Kimery Grant  
Steve Borden  
Christie Brown  
John Barrett  
Amanda Snowden  
Eli Jones  
Michael Poteet  
Rich DesGroseilliers  
E-file

**Bcc:** File



**Agreement Number: 180058**

**Project Identification Number: 127680.00**

**Federal Project Number: STP-M-5930(10)**

**State Project Number: 32LPLM-F3-065**

**State of Tennessee Department of Transportation**

## **LOCAL AGENCY PROJECT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF MORRISTOWN (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"Widening of Central Church Road, From SR-34(US-11, West Andrew Johnson Highway) to Connie Street"

### **A. PURPOSE OF AGREEMENT**

#### **A.1 Purpose:**

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

#### **A.2 Modifications and Additions:**

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

## **B. ACCOMPLISHMENT OF PROJECT**

### **B.1 General Requirements:**

a)

	<b>Responsible Party</b>	<b>Funding Provided by Agency or Project.</b>
Environmental Clearance by:	<b>AGENCY</b>	<b>PROJECT</b>
Preliminary Engineering by:	<b>AGENCY</b>	<b>PROJECT</b>
Right-of-Way by:	<b>AGENCY</b>	<b>PROJECT</b>
Utility Coordination by:	<b>AGENCY</b>	<b>PROJECT</b>
Construction by:	<b>AGENCY</b>	<b>PROJECT</b>

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

### **B.2 Completion Date:**

- a) The Agency agrees to complete the herein assigned phases of the Project on or before **6/30/2023**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

### **B.3 Environmental Regulations:**

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

### **B.4 Plans and Specifications**

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
  - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for

the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

### **B.5 Right-of-Way**

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

### **B.6 Approval of the Construction Phase**

- a) In the event that the Agency is made responsible for the Construction phase in section B.1(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if

the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

#### **B.7 Detours**

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

#### **B.8 Utilities**

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
  - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
  - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

## **B.9 Railroad**

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

## **C. PAYMENT TERMS AND CONDITIONS**

### **C.1 Total Cost:**

**In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

### **C.2 Eligible Costs:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

### **C.3 Limits on Federal and State Participation:**

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.



- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

#### **C.4 Payment Methodology:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

#### **C.5 The Department's Obligations:**

**In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.**

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department

to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

### **C.6 Final Invoices:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

### **C.7 Offset:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon

demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

### **C.8 Travel Compensation**

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency 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 subject to the Agreement Budget.

## **D. STANDARD TERMS AND CONDITIONS**

### **D.1 Governing Law:**

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

### **D.2 General Compliance with Federal, State, and Local Law:**

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

### **D.3 State Law:**

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

**D.4 Submission of the Proceedings, Agreements, and Other Documents:**

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

**D.5 Appropriations of Funds:**

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**D.6 Rights and Remedies Not Waived:**

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

**D.7 Department and Agency Not Obligated to Third Parties:**

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

**D.8 Independent Contractor:**

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting

entities and that nothing in this Agreement 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.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

#### **D.9 Maintenance:**

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

#### **D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**In the event that the herein-described project is funded with federal funds, the following shall apply:**

- a) **DBE Policy:**  
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

**b) DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

**D.11 Tennessee Department of Transportation Debarment and Suspension:**

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

**D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):**

**a) Instructions for Certification - Primary Covered Transactions:**

**By signing and submitting this Agreement, the Agency is providing the certification set out below.**

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.



- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

**b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:**

**The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:**

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement 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;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**D.13 Equal Employment Opportunity:**

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to

insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**D.14 Title VI – Civil Rights Act of 1964:**

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

**D.15 Americans with Disabilities Act of 1990 (ADA):**

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

**D.16 Conflicts of Interest:**

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
  - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

**D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):**

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

#### **D.18 Restrictions on Lobbying (applies to federal aid projects):**

**The Agency 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 Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, 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 grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

#### **D.19 Records:**

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

#### **D.20 Inspection:**

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

#### **D.21 Annual Report and Audit:**

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the

Department of Finance and Administration and shall be made available to the public.

#### **D.22 Termination for Convenience:**

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

#### **D.23 Termination for Cause:**

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.



**D.24 How Agreement is Affected by Provisions Being Held Invalid:**

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**D.25 Agreement Format:**

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**D.26 Certification Regarding Third Party Contracts:**

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

**D.27 Amendment:**

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

**D.28 State Liability:**

- a) The Department shall have no liability except as specifically provided in this Agreement.

**D.29 Force Majeure:**

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

**D.30 Required Approvals:**

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

**D.31 Estimated Cost:**

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

**D.32 Third Party Liability:**

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

**D.33 Deposits:**

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

**D.34 Department Activities:**

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

### **D.35 Congestion Mitigation and Air Quality Requirement:**

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
  - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

### **D.36 Investment of Public Funds:**

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

<b>Amount</b>		<b>Open to Public and Vehicular Traffic</b>
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

### **D.37 Federal Funding Accountability and Transparency Act:**

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

**CITY OF MORRISTOWN**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
**Gary Chesney** **John C. Schroer**  
**Mayor** **Commissioner**

**APPROVED AS TO  
FORM AND LEGALITY**

**APPROVED AS TO  
FORM AND LEGALITY**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
**Lauren Carroll** **John Reinbold**  
**Attorney** **General Counsel**

## EXHIBIT "A"

**AGREEMENT #:** 180058

**PROJECT IDENTIFICATION #:** 127680.00

**FEDERAL PROJECT #:** STP-M-5930(10)

**STATE PROJECT #:** 32LPLM-F3-065

**PROJECT DESCRIPTION:** Central Church Road, From SR-34(US-11, West Andrew Johnson Highway) to Connie Street  
Widen from 2 to 3 lanes (2 thru lanes with center turn lane), ADA compliant sidewalks with ped-head signalization, traffic signal improvements, curb and gutter, storm water improvements, traffic radar and loop detection, striping, and signage.

**CHANGE IN COST:** Cost hereunder is controlled by the Surface Transportation Block Grant Program funding available to or allocable to the Agency.

**TYPE OF WORK:** Widening

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	L-STBG	80	0	20	\$135,000.00
PE-DESIGN	L-STBG	80	0	20	\$135,000.00
RIGHT-OF-WAY	L-STBG	80	0	20	\$330,000.00
TDOT ES	L-STBG	80	0	20	\$6,500.00
CONSTRUCTION-CEI	L-STBG	80	0	20	\$67,000.00
CONSTRUCTION	L-STBG	80	0	20	\$599,227.00

**INELIGIBLE COST:** One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

**TDOT ENGINEERING SERVICES (TDOT ES):** In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

**LEGISLATIVE AUTHORITY:** STBG: 23 U.S.C.A, Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

Hamblen  
127680.00

**THIS CONTRACT IS PRESENTED  
FOR JOHN REINBOLD'S  
SIGNATURE**

**IT IS THE STANDARD TEMPLATE**

The contract proposes to widen Central Church Road.  
The work will be performed by The City of Morristown.  
The funding is STBG.

Other information:  
Stanley Burnette  
615-741-0805





06/22/2018

## TDOT Standard Contract Summary Form

Originating Office - Office of Local Programs

Return Signed Contract to: Local Programs - Stanley Burnette

Planner Name

☐ Original Contract ☒ Contract ☐ Amendment ☐ Grant

Contractor: City of Morristown Edison Vendor #:

Amount: \$1,272,727 Per ☐ Term ☐ Year ☒ Life of Project 80% Federal  
0% State  
20% Local

Project Numbers: STP-M-5930(10), 32LPLM-F0-062, 32LPLM-F1-063, 32LPLM-F2-064, 32LPLM-F3-065

PIN #: 127680.00 County: Hamblen Contract #: 180058 Region: 1

Edison Speed Code Number: Edison Account Number:

Description of Work or Purpose of Contract/Amendment:

Widen, Central Church Road, From SR-34(US-11,West Andrew Johnson Highway) to Connie Street

Method of Procurement:

☒ Low Bid ☐ F & A Service RFP ☐ Negotiated pursuant to F & A Regs.  
☐ Brooks Act ☐ UT Contract Authority ☐ Other

Date Contract/Amendment sent to Local Agency:

Date

If amendment, date and value of original contract:

Date

Value

[Return to Agenda](#)

**EXHIBIT 2**  
**GU - RV**

 <b>CONTRACT</b> (state revenue contract with a federal or Tennessee local or quasi -governmental entity)			
<b>Begin Date</b> 07/01/2018	<b>End Date</b> 06-30-2023	<b>Agency Tracking #</b> 40100-00519	<b>Edison ID</b> 57644
<b>Procuring Party Legal Entity Name</b> City of Morristown			<b>Procuring Party Registration ID</b>
<b>Service Caption</b> TDOT GNSS REFERENCE NETWORK			
<b>Agency Contact &amp; Telephone #</b> Anthony W. Cox		OCR USE - RV	

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

**City of Morristown, Tennessee**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the 'State" and City of Morristown , Tennessee , hereinafter referred to as the "Procuring Party," is for the provision of TDOT GNSS Reference Network, as further defined in the "SCOPE OF SERVICES."

**A. SCOPE OF SERVICES:**

- A.1. The State shall provide all goods, services or deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Agreement.
- A.2. The Procuring Party shall have unlimited access to the TDOT GNSS Reference Network for the number of simultaneous connections for which payment has been received. The Procuring Party will have one user name and password assigned; however, multiple simultaneous connections to the TDOT GNSS Reference Network can be allowed per user name and password if multiple access points are purchased. Access shall only be used by the individual Procuring Party, their company, or public sector entity (if Procuring Party represents a public sector entity).
- A.3. The Procuring Party shall not transfer access, via its user name and password, to any person or entity not an employee of the Procuring Party's company or public sector entity.
- A.4. The Procuring Party shall connect to the internet IP address provided by the State for use via the Procuring Party's mobile devices for positioning, locating and navigating with satellites of the GNSS.
- A.5. The Procuring Party will be granted access to the TDOT GNSS Reference Network only after authenticated user name and password information have been verified and approved by the public domain interface Network Transport of RTCM Protocol (NTRIP).
- A.6. The Procuring Party shall be responsible for the purchase, lease, installation, maintenance, and operation of all equipment necessary to use TDOT GNSS Reference Network services, including without limitation, the NTRIP protocol.
- A.7. The Procuring Party shall notify the State of any unauthorized use of their login.
- A.8. The State shall maintain and operate the TDOT GNSS Reference Network, Monday through Friday from 8:00 AM to 4:30 PM (Central Time), excluding State Holidays.
- A.9. The State shall operate and maintain a web application to display the TDOT GNSS Reference Network status.
- A.10. The State shall broadcast real time GNSS Network corrections in Radio Technical Commission for Maritime Services (RTCM) formats from the TDOT GNSS Reference Network Server to the internet IP address provided by the State for use via the Procuring Party's mobile devices for positioning, locating and navigating with satellites of the GNSS. The State will provide access to the network using the public domain interface Network transport of RTCM Protocol (NTRIP).
- A.11. The State will offer the following GNSS Network corrections:
  - Single Baseline Corrections in RTCM 2.3 Format

- Single Baseline Corrections in RTCM 3.0 Format
- Modeled Network Corrections in RTCM 3.0 Format
- Single Baseline Corrections in CMR+ Format
- Modeled Network Corrections in CMR+ Format

- A.12. The State shall own and be responsible, at its expense, for all aspects of the operation and maintenance of the TDOT GNSS Reference Network, including without limitation, servers, Topcon TopNET software, and other software necessary for the GNSS Network Server to accomplish its tasks.
- A.13. The State will not be responsible for any user equipment or software required to access the TDOT GNSS Reference Network.
- A.14. The State shall not be responsible for troubleshooting Procuring Party's equipment issues regarding network connectivity.
- A.15. The State will monitor, log and enforce account usage.
- A.16. The State will make static data files available for download via the National Geodetic Survey's (NGS) website [www.ngs.noaa.gov/CORS/](http://www.ngs.noaa.gov/CORS/). Static Data files that are not available via the NGS website, may be available from the State, but there is no guarantee. Should the Procuring Party be unable to find a Static file on the NGS website, they can e-mail a request to [TDOT.GNSSNetwork@tn.gov](mailto:TDOT.GNSSNetwork@tn.gov) and State staff will determine if the file is available, and if so, will coordinate distribution of said file to the Procuring Party.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2018 ("Effective Date"), and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. General Account Information - The Procuring Party shall complete and return this Contract and necessary fees in order to obtain access to the TDOT GNSS Reference Network. Upon execution of this Contract and after payment is verified, the State will turn on TDOT GNSS Reference Network access for the Procuring Party's username and password for the appropriate number of simultaneous access points. Please allow thirty (30) days from the State's receipt of the Procuring Party's contract and payment for the State to process the Contract, verify payment, and assign an Access Point User Name and Password. **Fees for the entire period of the Contract shall be provided with the signed contract.** If the appropriate fees are not received with the signed Contract, the State will not process the Contract for access.
- a. Upon expiration of this Contract, June 30, 2023, the State will turn off access to the TDOT GNSS Reference Network for the Procuring Party.
- b. Upon expiration of this Contract, the Procuring Party must complete a new application, sign a new contract, and pay the required fees to obtain access to the TDOT GNSS Reference Network.
- c. Procuring Parties who have subscribed to at least 5 or more Simultaneous Access Points agree to participate in the research and outreach efforts of the planned TDOT GNSS Reference Network User Group. Participation may include such activities as allowing photographing of the Procuring Party field activities, user testimonials, or a report or other

written feedback for the purposes of developing outreach materials. Said outreach shall be in the amount of at least one suitable photo per year and/or one user report or one-page testimonial, or other documented feedback. Research participation may include provision of field observation results, particularly for observations made of National Geodetic Survey (NGS), or state monuments and benchmarks, or other report(s) on aspects of network quality, positional integrity, accessibility or availability. Said research or outreach contributions will be submitted, digitally or in hard copy via mail or email to the State upon request during the subject year of subscription per this Contract.

- d. Upon receipt of payment and this signed completed contract from the Procuring Party, the State will contact the Procuring Party concerning the Procuring Party's User Name and Password for access to the TDOT GNSS Reference Network. Each Procuring Party will be issued one User Name and Password that will be used to provide TDOT GNSS Reference Network access for all of purchased Access Points. The State will ask for suggestions from the Procuring Party for the User Name and Password that will be used for their Access Points. The suggested Procuring Party Account User Name must contain alpha numeric characters, not to exceed 20 characters. The suggested Procuring Party Account Password must contain alpha numeric characters, not to exceed 20 characters. The Procuring Party User Name and Password are case sensitive. The State will make every effort to use the Procuring Party suggested User Name and Password, and would only modify the suggested User Name and Password should duplications occur, or upon recommendations from the State's information technology staff.
- e. Payments will be accepted by check or money order. Checks should be made payable to the Tennessee Department of Transportation. Payment must be made in full when submitting contract agreement.

C.2. **Procuring Party Account** – This account is required for all Procuring Parties **submitting a Contract and paying necessary fees** for access to the TDOT GNSS Reference Network. The required fees for simultaneous access point(s) for this Contract are a contract processing fee of \$150.00 and a partial year cost of \$25.00 per month per number of simultaneous access points. The partial year cost of \$25.00 per month per number of simultaneous access point(s) will be required for every full or partial month from the date of the Procuring Party's signature to June 30, 2023. For example, if a Procuring Party submits their signed contract and fees on February 25, 2019, with a start date of February 1, 2019, there would be fifty three (53) months in the Contract, and if the Procuring Party requests one (1) access point, then the required fees for the access point will be the \$150.00 contract processing fee and a total monthly cost of \$1,325.00 = (\$25.00 x 53 months x 1 access point) for a Contract Total Fee of \$1,475.00.

- a. Included with this executed Contract, the Procuring Party shall pay the following amount as a contract total fee for processing of the Contract, for partial year costs, and for annual recurring costs for the life of the Contract for access to the TDOT GNSS Reference Network services:
- b. New User Procuring Party Account Fee Structure (Procuring Party Completes this Section)

**Contract Processing Fee:** (a) = \$ 150.00

**Partial Year Cost per Access Point(s):** (b) = \$ 25.00 x 60 = (\$ 1,500.00)  
Total # of Months (b) total  
Remaining

**Contract Total Fee =**

$$(a) \$150.00 + \left[ \frac{\$1,500}{(b) \text{ Total \# of Access Points}} \times (1) \right] = \$1,650.00 \text{ Total Due}$$

- C.3. **Addition of Simultaneous Access Points to Existing Contract:** If the Procuring Party desires to add simultaneous access points after this Contract has been signed and the fees have been paid, the Procuring Party shall submit a written request to the State specifying the number of additional access points needed. The State shall then prepare a written amendment to the Contract to be signed by all parties. The amendment will be submitted with the required additional fee(s) described below:

Required fees for adding simultaneous access point(s) are a new contract processing fee of \$150.00, a partial year cost of \$25.00 per month per number of simultaneous access point(s) added. The partial year cost of \$25.00 per month per number of simultaneous access point(s) will be required for every full or partial month from the date of the Procuring Party's signature to June 30, 2023. For example, if a Procuring Party would like to add two (2) additional access points and they submit their signed contract and fees on February 25, 2019, with a February 1, 2019 begin date, there would be fifty three (53) months in the Contract, and the required fees for the two (2) additional access points will be the \$150.00 contract processing fee and a total monthly cost of \$2,650.00 = (\$25.00 x 53 months x 2 access points) for a Contract Total Fee of \$2,800.00.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. **Required Approvals.** The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. **Termination for Convenience.** The 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. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.



- D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
- D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
- D.6. Conflicts of Interest. The Procuring Party warrants that no 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 Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.
- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party 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.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

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

The State:

Design Division  
Headquarters Survey Office  
Tennessee Department of Transportation  
Suite 1200, James K. Polk Building  
Nashville, TN 37243  
TDOT.GNSSNetwork@tn.gov  
Telephone # (615) 741-0450  
FAX # (615) 253-5218

The Procuring Party:

Anthony W. Cox, City Administrator  
City of Morristown  
100 West First North Street  
Morristown, TN 37814

Telephone # 423.581.0100

FAX # 423.586.1205

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

- E.3. The TDOT GNSS Reference Network was set up for the use of State personnel on transportation improvement projects. As a public service to the citizens of Tennessee, the general public may use this system to retrieve RTCM messages. As a condition of this use, a Procuring Party **shall not**:
- a. knowingly alter, damage, or destroy the State's or another user's computer system, network, software, program, documentation or data contained therein.
  - b. use this service to conduct or attempt to conduct any business or activity or solicit the performance of any activity that is prohibited by law.
  - c. take action which results in blocking access to this IP address for other users. Such an action will be deemed an unauthorized use and may subject the Procuring Party to law enforcement action. This system uses administrative monitoring of Procuring Party accessing the system. System administrators may provide evidence of possible criminal activity identified during such monitoring to appropriate law enforcement officials. By signing this agreement, the Procuring Party consents to monitoring.
  - d. hold himself or herself out as a representative, agent, or employee of the State.
- E.4. The State will make every effort available to keep the TDOT GNSS Reference Network up and running Monday through Friday from 8:00 AM to 4:30 PM (Central Time), excluding State Holidays. **There is no guarantee of the availability of the TDOT GNSS Reference Network during these listed monitoring times, or during any other times.**
- E.5. The Procuring Party shall be responsible for the purchase, lease, installation, maintenance, and operation of all equipment necessary to use TDOT GNSS Reference Network services, including without limitation the NTRIP protocol. The State will not be responsible for any user equipment or Software required to access the TDOT GNSS Reference Network. **The State shall not be responsible for troubleshooting Procuring Party's equipment issues, regarding network connectivity.**
- E.6. In preparation of this RTCM broadcast service, the State has endeavored to offer current, correct, and clearly expressed information. Nevertheless, errors may occur.
- a. The State expressly disclaims any liability, of any kind, or for any reason, that might arise out of any use of the RTCM information broadcast provided by this service.
  - b. The State disclaims any responsibility for typographical errors or inaccuracies of the information provided or contained within the broadcast message.
  - c. The State makes no warranties or representations whatsoever regarding the quality, content, completeness, suitability, adequacy, sequence, accuracy, or timeliness of the information and data provided by this service.
  - d. The State makes no representations or warranties of any kind regarding this service that may serve as the basis for holding the State liable, under any circumstances, for any consequence of the use of this information contained in the RTCM broadcast message.
  - e. The State makes no representations or warranties regarding the condition or functionality of this broadcast service, its suitability for use, or that this broadcast service will be uninterrupted or error-free.
  - f. If misleading, inaccurate or otherwise inappropriate information is discovered, the State asks that it be brought to the State's attention so that efforts may be made to fix or remove it.

- g. Connection to this network is not guaranteed, it is dependent upon a real time data stream through the State IT network. If a location goes off line, it may be the next business day before service is restored.
  - h. Reference in this document to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favoring by the State.
  - i. It is the sole responsibility of the Procuring Party to determine the quality, accuracy, and suitability of the service provided.
  - j. The Procuring Party shall agree not to disclose any information regarding TCP/IP addresses to any other entity without the express written consent of the State.
- E.7. Use of TDOT GNSS Reference Network services is at the Procuring Party's sole risk. The State provides TDOT GNSS Reference Network services on an "as is" basis. By way of example and not of limitation, **there is no representation or warranty of the following:**
- a. TDOT GNSS Reference Network services will be uninterrupted or error-free,
  - b. That the results obtained from using these services will be accurate, reliable, complete or current.
- E.8. The State is not liable for any damages arising out of, or in connection with, TDOT GNSS Reference Network Services, including without limitation mistakes, omissions, interruptions, deletion of files, errors, defects, viruses, delays in operation or transmission or failures of the TDOT GNSS Reference Network. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.
- E.9. Notwithstanding any other Section of this Contract to the contrary, in the event that the Procuring Party or the State terminate this contract for any reason, the State may refund the portion of the fees paid by the Procuring Party for this unused balance of the contract term. The contract processing fee is not refundable.

IN WITNESS WHEREOF,

PROCURING PARTY LEGAL ENTITY NAME: CITY OF MORRISTOWN

DATE

---

PROCURING PARTY SIGNATURE

DATE

---

PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

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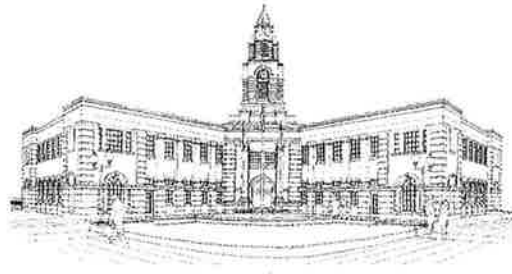
**JOHN C. SCHROER, COMMISSIONER**

**DATE**

---

**JOHN REINBOLD, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY**

**DATE**



## **Morristown City Council Agenda Item Summary**

**Date:** June 27, 2018

**Agenda Item:** Contract Amendment – Morristown City Center Plaza Project

**Prepared by:** Joey Barnard

**Subject:** Morristown City Center Plaza Phase 2 Contract Amendment No. 01

**Background/History:** Design Innovation Architects, Inc. is seeking approval and notice to proceed for an amendment to the executed contract of professional services for the Morristown City Center Plaza Project.

**Findings/Current Activity:** Per the terms of the executed contract agreement, Design Innovation Architects, Inc. is submitting a contract amendment for fees and expenses for the Phase 2 design services. Phase 2 design services shall include construction documents suitable for bidding and construction as well as travel expenses.

**Financial Impact:** Funds have been appropriated in the 2018-19 fiscal year budget.

**Action options/Recommendations:** Staff is seeking approval of Council for Contract Amendment No. 01 to the Professional Services Agreement in the amount of \$95,000.00.

**Attachments:** Letter of request from Design Innovation Architects, Inc and AIA Contract Amendment No. 01





June 27, 2018

City of Morristown  
Attn: Joey Barnard, Finance Director  
100 West First North Street  
Morristown, TN 37814

**RE: City Center Plaza Project – Contract Amendment No. 01**

Dear Mr. Barnard,

Per the terms of the executed contract agreement, we are hereby submitting our contract amendment for fees and expenses for the Phase 2 design services. Phase 2 design services shall include construction documents suitable for bidding and construction. Travel expenses during Phase 2 are included in the proposed fee.

We look forward to hearing from you for approval and notice to proceed with Phase 2 and in the meantime, contact me if you have questions or require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Norris'.

Richard A. Norris, AIA  
Sr. Project Manager  
Design Innovation

Enclosure: AIA Contract Amendment No. 01

Ec: Faris Eid, Design Innovation  
Greg Campbell, Design Innovation  
Brandy Williams, Design Innovation  
Rik Norris, Design Innovation  
Larry Clark, City of Morristown



# Document G802™ – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
Morristown City Center Plaza  
Morristown, TN

**AGREEMENT INFORMATION:**  
Date: 2018-04-03

**AMENDMENT INFORMATION:**  
Amendment Number: 01  
Date: 2018-06-27

**OWNER:** *(name and address)*  
City of Morristown  
100 West First North Street  
Morristown, TN 37902

**ARCHITECT:** *(name and address)*  
Design Innovation Architects, Inc.  
402 S Gay Street #201  
Knoxville, TN 37902

The Owner and Architect amend the Agreement as follows:

Modify AIA B102 - 2017 fully executed agreement to add the following Scope of Services for Phase 2: Construction Documents:

1. Based on City Council's approval of the conceptual design and cost estimate budget for Concept D presented in the Phase 1 report (attached hereto), the Architect submits this amendment for the Phase 2: Construction Document design services for the preparation of construction documents suitable for bidding and construction permitting.

2. Design services shall include (3) three design review meetings with the owner in Morristown.

a. The first meeting will consist of presenting 50% complete design and specifications to the owner and City Council.

b. The second meeting will consist of presenting 95% complete design and specifications to the owner and City Council.

c. The third meeting will consist of presenting 100% complete design and specifications to the owner and City Council.

3. Construction documents shall include drawings and specifications for architectural, civil, landscape, and electrical design.

4. Project related travel expenses for the three (3) trips to Morristown for Phase 2 are included in this fee proposal amendment.

5. The expenses for a site survey and site forensic tests are not included in this amendment. Once Phase 2 is underway, the design team shall determine the details for the scope of the survey and forensic tests needed. These expenses will be submitted for approval in a contract amendment at the appropriate time.

6. Services related to Phase 3: Bidding and Phase 4: Construction Phase Services are specifically excluded from this Amendment. Those services will be submitted as contract amendments at the appropriate time.

The Architect's compensation and schedule shall be adjusted as follows:

### Compensation Adjustment:

Design services as outlined above shall be a Lump-Sum fee of Ninety-Five Thousand Dollars 00/100 (\$95,000.00) including project related travel expenses to Morristown.

### Schedule Adjustment:

Phase 2 is estimated to include approximately 10 calendar weeks from notice to proceed. The schedule shall be dependant on the availability of the required site survey and site forensic testing.


### SIGNATURES:

Design Innovation Architects, Inc.  
ARCHITECT *(Firm name)*

City of Morristown  
OWNER *(Firm name)*

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User Notes:

(3B9ADA34)

  
SIGNATURE  
Gregory S Campbell,, Vice President  
of Operations  
PRINTED NAME AND TITLE  
2018-06-27  
DATE

\_\_\_\_\_  
SIGNATURE  
Gary Chesney,, Mayor  
PRINTED NAME AND TITLE  
\_\_\_\_\_  
DATE



26 June 2018

Ms. Ashley Ahl  
Purchasing Assistant  
City of Morristown  
100 West First North Street  
Morristown, TN 37814

Re: Petoskey Plastics – Site Improvements – Phase II  
Morristown, Tennessee


Dear Ashley:

I have received the bids for the above referenced project, that was opened on Monday, June 25, 2018 at 11:00 am in the First Floor Training Room of City Hall. We only received a single bid from Burke-Ailey Construction Co., Inc., no other submittal. They are the construction company working on Phase I of the above referenced project and have been performing on schedule, doing a great job!

Yesterday I had a long conversation regarding the bid with Ron Ailey, an owner of Burke-Ailey, making sure all issues have been addressed. After that conversation, I feel confident in recommending them as the successful bidder.

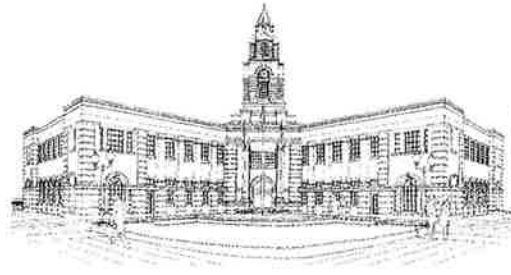
With all the above in mind, I recommend that the City of Morristown, TN enter into a contract with Burke-Ailey Construction Co., Inc. for the base bid of \$387,840.00 plus sum unit cost totaling \$26,660.00 for a total construction contract of \$414,500.00.

Respectfully,  
George Armour Ewart, Architect



George A. Ewart, AIA

c: Terry Bobrowski  
Sue Maskaluk  
Mike Foster



## Morristown City Council Agenda Item Summary

**Date:** June 27, 2018

**Agenda Item:** Bid – Asphalt Resurfacing and Sidewalk Maintenance

**Prepared by:** Joey Barnard

**Subject:** Awarding of Bid – Asphalt Resurfacing and Sidewalk Maintenance

**Background/History:** The City of Morristown has identified the necessity to address repairs and maintenance to sidewalks as well as asphalt resurfacing. The installation and/or replacement, removal, restoration and resurfacing of sidewalks and asphalt is to be conducted in compliance with all federal, state, and local laws and regulations. The bid sought was for a period of two (2) years.

**Findings/Current Activity:** The bid for these services were solicited. The bids were advertised in the *Citizen Tribune* on June 12, 2018 and on June 14, 2018. Additionally, it was posted to the City of Morristown's website, and it was posted on Vendor Registry, an on-line bid facilitation website. The City of Morristown received two (2) bids.

**Financial Impact:** Funds for this service have been appropriated in the 2018-19 fiscal year budget.

**Action options/Recommendations:** It should be noted that item 701-01.10 Concrete (Misc) is being excluded, and that based on the unit prices and the amounts of no bids submitted, it is staffs' recommendation to accept the best and lowest bid from Summers-Taylor, Inc.

**Attachments:** Bid Tabulation

City of Morristown  
Asphalt Resurfacing & Sidewalk Maintenance  
Tuesday, June 26, 2018  
2:00 P.M.

TDOT Item No.	Item Description	Unit	Summers-Taylor	Duracap Asphalt
<b>Asphalt</b>				
<b>Section I</b>				
307	Asphaltic Concrete Mix (PG64-22) Grading A	Ton	\$ 91.90	\$ 130.00
307	Asphaltic Concrete Mix (PG64-22) Grading A-S	Ton	\$ 85.40	\$ 130.00
307	Asphaltic Concrete Mix (PG70-22) Grading A-S	Ton	\$ 88.20	\$ 138.00
307	Asphaltic Concrete Mix (PG64-22) Grading B-M	Ton	\$ 92.90	\$ 130.00
307	Asphaltic Concrete Mix (PG70-22) Grading B-M	Ton	\$ 96.20	\$ 138.00
307	Asphaltic Concrete Mix (PG64-22) Grading C	Ton	\$ 94.10	\$ 121.00
307	Asphaltic Concrete Mix (PG70-22) Grading C	Ton	\$ 97.60	\$ 130.00
307	Asphaltic Concrete Mix (PG64-22) Grading CS	Ton	\$ 108.25	\$ 126.00
307	Asphaltic Concrete Mix (PG70-22) Grading CS	Ton	\$ 114.50	\$ 134.00
403	Bituminous Tack Coat	Gallon	\$ 3.75	\$ 4.00
407-02	Milling Asphalt Preparation for resurfacing	Ton	\$ 25.00	\$ 51.50
411	Asphaltic Concrete Surface Mix (PG70-22) Grading D	Ton	\$ 109.00	\$ 147.00
411	Asphaltic Concrete Surface Mix (PG64-22) Grading D	Ton	\$ 103.00	\$ 135.00
411	Asphaltic Concrete Surface Mix (PG64-22) Grading E RDWY	Ton	\$ 103.00	\$ 128.00
411	Asphaltic Concrete Surface Mix (PG64-22) Thin Lift CS	Ton	\$ 108.00	\$ 128.00
411	Asphaltic Concrete Surface Mix (PG64-22) Thin Lift D	Ton	\$ 104.25	\$ 138.00
411	Asphaltic Concrete Surface Mix (PG70-22) Grading E RDWY	Ton	\$ 116.50	\$ 136.00



<b>DEDUCT</b> - Unit price reduction per ton for each additional 5% RAP used in various binder grade mix types					\$	1.15	\$	.
<b>Section II</b>								
	Maintenance Milling (corrective and repair work)		Sq. yd.		\$	18.40	No Bid	
403	Bituminous Tack Coat		Gallon		\$	3.75	No Bid	
307	Asphaltic Concrete Mix (PG64-22) Grading B-M		Ton		\$	154.75	No Bid	
307	Asphaltic Concrete Mix (PG70-22) Grading C		Ton		\$	159.50	No Bid	
411-02.10	Asphaltic Concrete Surface Mix (PG70-22) Grading D		Ton		\$	171.00	No Bid	
411-03.10	Asphaltic Concrete Surface Mix (PG76-22) Grading D		Ton		\$	174.50	No Bid	
411	Asphaltic Concrete Surface Mix (PG64-22) Grading E RDWY		Ton		\$	165.00	No Bid	
	Mobilization (per job)		Each		\$	2,560.00	No Bid	
<b>Section III</b>								
303.01	Mineral Aggregate Base Type "A" Grading D		Ton		\$	36.00	\$	35.00
307	Asphaltic Concrete Mix (PG64-22) Grading B-M		Ton		\$	99.80	\$	138.00
307	Asphaltic Concrete Mix (PG64-22) Grading C		Ton		\$	101.00	\$	129.00
403	Bituminous Tack Coat		Gallon		\$	3.75	\$	4.00
411	Asphaltic Concrete Surface Mix (PG64-22) Grading E RDWY		Ton		\$	110.00	\$	136.00
<b>Section IV</b>								
405	Mineral Aggregate for Bituminous S Coat		Ton		\$	31.40	No Bid	
303.01	Mineral Aggregate Base Type "A" Grading D		Ton		\$	59.40	\$	45.00
411-33.34	Stamped Asphalt Pattern "Streetprint" Diagonal Herringbone (Sienna); Stacked Brick Border (Slate)				\$	135.00	No Bid	
503	Milling Concrete Pavement		Sq. yd.		\$	39.00	No Bid	
	Engineering Fabric		Sq. yd.		\$	6.40	\$	6.00

	Raise Existing Manhole/Raise Existing catch basin	Each	\$	844.00	\$	175.00
	Raise Existing water valve	Each	\$	262.00	\$	108.00
716.06	<b><u>Painted Pavement Marking Line</u></b>					
	4" Double Solid Yellow Centerline (unit cost for line pair)	1.f	\$	0.30	\$	0.50
	4" Single Solid Line-White	1.f	\$	0.15	\$	0.30
	4" Single Solid Line-Yellow	1.f	\$	0.15	\$	0.30
	4" Single Lane Line (dashed)-White	1.f	\$	0.15	\$	0.30
	4" Single Lane Line (dashed)-Yellow	1.f	\$	0.15	\$	0.30
716.03	<b><u>Thermoplastic Pavement Markings</u></b>					
	4" Double Solid Yellow Centerline (unit cost for line pair)	1.f	\$	1.35	\$	1.50
	4" Single Solid Line-White	1.f	\$	0.65	\$	0.75
	4" Single Solid Line-Yellow	1.f	\$	0.65	\$	0.75
	4" Single Lane Line (dashed)-White	1.f	\$	0.65	\$	0.75
	4" Single Lane Line (dashed)-Yellow	1.f	\$	0.65	\$	0.75
	6" Barrier Line-Yellow	1.f	\$	3.35	\$	3.50
	6" Barrier Line-White	1.f	\$	3.35	\$	3.50
	8" Barrier Line-Yellow	1.f	\$	4.60	\$	4.75
	8" Barrier Line-White	1.f	\$	4.60	\$	4.75
	8" Short Skip Line-Yellow	1.f	\$	4.60	\$	4.75
	8" Short Skip Line-White	1.f	\$	4.60	\$	4.75
	12" Barrier Line-Yellow	1.f	\$	7.40	\$	8.00
	12" Barrier Line-White	1.f	\$	7.40	\$	8.00

	24" Stop Bar/Crosswalk Line	l.f	\$	17.50	\$	18.00
	Longitudinal Crosswalk	l.f	\$	22.10	\$	23.00
	word "ONLY"	Each	\$	308.00	\$	300.00
	Turn Arrow	Each	\$	186.25	\$	220.00
	Combination Turn/Straight Arrow	Each	\$	273.00	\$	275.00
	Railroad Pavement Marking	Each	\$	553.00	\$	525.00
716.04 & 918.20	<b><u>Snowplowable Reflective Pavement Markers</u></b>					
	One-Way White	Each	\$	48.90	\$	50.00
	One-Way Yellow	Each	\$	48.90	\$	50.00
	Two-Way Yellow	Each	\$	48.90	\$	50.00
	White/Red	Each	\$	48.90	\$	50.00
	Yellow/Red	Each	\$	48.90	\$	50.00
411-12.03	Scoring for Rumble Stripe (non-continuous) 8 inch width	l.f	\$	10,200.00	\$	8,000.00
411-12.04	Scoring for Rumble Stripe (non-continuous) 4 inch width	l.f	\$	10,200.00	\$	8,000.00
411-12.05	Scoring fir Centerline Rumble 4 inch width-24 inch spacing	l.f	\$	10,200.00	\$	8,000.00
730-14.02	Saw Slot	l.f	\$	5.50	\$	18.00
730-14.03	Loop Wire	l.f	\$	0.95	\$	2.00
<b>Sidewalk</b>						
202.03	Removal of Rigid Pavement, Sidewalk Etc.	Sq. yd.	\$	22.60	No Bid	
202-08.10	Removal of Curb	l.f	\$	10.10	No Bid	
202-08.15	Removal of Curb and Gutter	l.f	\$	10.10	No Bid	
303.01	Mineral AGG., Type A Base, Grading D	Ton	\$	62.50	No Bid	

701-01.01	Concrete Sidewalk (4")	Sq. Ft.	\$	7.70	No Bid
701-01.10	Concrete (MISC)	CY	\$	458.00	No Bid
701-02.01	Concrete Curb Ramp (Retrofit)	Sq. Ft.	\$	22.00	No Bid
701-02.03	Concrete Curb Ramp	Sq. Ft.	\$	14.00	No Bid
702-01.02	Concrete Curb (6')	l.f	\$	12.80	No Bid
702-03	Concrete Combined Curb & Gutter (24')	l.f	\$	38.30	No Bid
716-10.30	Truncated Dome Detectable Warning Mat	Sq. Ft	\$	26.30	No Bid
920-10.02	Sidewalk Subgrade Preparation	Sq. yd.	\$	41.40	No Bid



## **Morristown City Council Agenda Item Summary**

**Date:** June 20, 2018

**Agenda Item:**

**Prepared by:** Ben Baker

**Subject:** Geographic Information System (GIS) Software

**Background / History:** The establishment of the Morristown Hamblen GIS Steering Committee (MHGIS) provides an agreement in reference to GIS resource sharing and technical system requirements. This agreement states that software licenses be held by the GIS Manager and funded through MHGIS.

**Findings / Current Activity:** This agenda item facilitates the single, all inclusive license under MHGIS. This license structure will ease the burden of administering multiple licenses while allowing increased adoption of the software.

**Financial Impact:** The Small Government Term Enterprise License Agreement (ELA) from our software provider is contracted annually over a three year term. This \$50,000.00 is a continuation of the original agreement.

**Action options / Recommendations:** This software license agreement will allow MHGIS to continue to move forward with its objectives of minimizing redundant database entries, map revisions, and other duplications of effort in the most practical and cost-effective method. Furthermore, it will allow MHGIS to expand the adoption of GIS technology into additional departmental operations through an unlimited number of desktop software licenses.

**Attachments:** ESRI Quote #25842696



Esri Inc  
380 New York Street  
Redlands CA 92373

## **Subject: Renewal Quotation**

**Date:** 04/23/2018  
**To:** Ben Baker  
**Organization:** Morristown Hamblen GIS Steering Committee  
**Fax #:** 423-585-4679 **Phone #:** 423-312-2420  
  
**From:** Jennifer Clasen  
**Fax #:** 909-307-3083 **Phone #:** 909-793-2853 Ext. 1684  
**Email:** JClasen@esri.com

Number of pages transmitted  
(including this cover sheet): 3

Quotation #25842696  
Document Date: 04/23/2018

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level

<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit

<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-2853/1684  
Fax #: 909-307-3083

## Quotation

**Date:** 04/23/2018**Quotation Number:** 25842696**Contract Number:** SMALL GOVT ELA US

Morristown Hamblen GIS Steering Com  
100 W 1st North St  
Morristown TN 37814  
**Attn:** Ben Baker

**Phone:** 423-585-2793**Customer Number:** 495642

For questions regarding this document, please contact Customer Service at 888-377-4575.

**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Jennifer Clasen

**Please include the following remittance address on your Purchase Order:**

Environmental Systems Research Institute, Inc.  
P.O. Box 741076  
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
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Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet.

The annual usage report must include actual license counts by product, licensee, and location.

Please return your report via email to [ela\\_usage\\_reports@esri.com](mailto:ela_usage_reports@esri.com).

Thank you in advance for your prompt attention to this matter.

10	1	110037	50,000.00	50,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
Start Date: 07/22/2018				
End Date: 07/21/2019				

<b>Item Subtotal</b>	50,000.00
<b>Estimated Tax</b>	0.00
<b>Total</b>	<b>USD 50,000.00</b>

**DUNS/CEC:** 06-313-4175 **CAGE:** 0AMS3

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**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**Issued By:** Jennifer Clasen**Ext:** 1684

[CLASENU]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

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**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-2853/1684  
Fax #: 909-307-3083

## Quotation

Page 2

<b>Date:</b> 04/23/2018	<b>Quotation No:</b> 25842696	<b>Customer No:</b> 495642	<b>Contract No:</b> SMALL GOVT ELA US
Item	Qty	Material#	Unit Price      Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO [Service@esri.com](mailto:Service@esri.com)

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/e300.pdf> and your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions and product specific scope of use, found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this Quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD \_\_\_\_\_ plus sales tax, if applicable.

Please check one of the following:

\_\_\_\_\_ I agree to pay any applicable sales tax.

\_\_\_\_\_ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

[CLASSENJ]

[Return to Agenda](#)



**U.S. Department of Justice**

Office of Justice Programs

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Office of the Assistant Attorney General

*Washington, D.C. 20531*

June 26, 2018

Mr. Anthony W. Cox  
City of Morristown  
100 West 1st North Street  
Morristown, TN 37816

Dear Mr. Cox:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$12,984 for City of Morristown.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Shaketta Cunningham, Program Manager at (202) 514-4493; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Alan R. Hanson".

Alan R. Hanson  
Principal Deputy Assistant Attorney General

Enclosures



## OFFICE FOR CIVIL RIGHTS

Office of Justice Programs  
U.S. Department of Justice  
810 7th Street, NW  
Washington, DC 20531

Tel: (202) 307-0690  
TTY: (202) 307-2027  
E-mail: [askOCR@usdoj.gov](mailto:askOCR@usdoj.gov)  
Website: [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr)

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June 26, 2018

Mr. Anthony W. Cox  
City of Morristown  
100 West 1st North Street  
Morristown, TN 37816

Dear Mr. Cox:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

### **Ensuring Access to Federally Assisted Programs**

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

### **Enforcing Civil Rights Laws**

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

### **Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

### **Ensuring Equal Treatment for Faith-Based Organizations**

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at [http://www.ojp.usdoj.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm).

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

### **Using Arrest and Conviction Records in Making Employment Decisions**

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

### **Complying with the Safe Streets Act**

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

### **Meeting the EEOP Requirement**

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at [EEOSubmission@usdoj.gov](mailto:EEOSubmission@usdoj.gov).

### **Meeting the Requirement to Submit Findings of Discrimination**

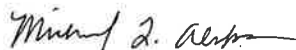
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

### **Ensuring the Compliance of Subrecipients**

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see [http://www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm).

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst






U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

PAGE 1 OF 20

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Morristown 100 West 1st North Street Morristown, TN 37816		4. AWARD NUMBER: 2017-DJ-BX-0701	
		5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2020 BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2020	
		6. AWARD DATE 06/26/2018	7. ACTION Initial
2a. GRANTEE IRS/VENDOR NO. 026000369	8. SUPPLEMENT NUMBER 00		
2b. GRANTEE DUNS NO. 079026779	9. PREVIOUS AWARD AMOUNT \$ 0		
3. PROJECT TITLE Crash Data Retrieval Technology Program		10. AMOUNT OF THIS AWARD \$ 12,984	
		11. TOTAL AWARD \$ 12,984	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY17(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 42 U.S.C. 3711 - 3797ff-5), including subpart I of part E (codified at 42 U.S.C. 3750 - 3758); see also 28 U.S.C. 530C(a).			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Alan R. Hanson Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Anthony W. Cox City Administrator	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 12984		21. SDJUGT1518	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

[Return to Agenda](#)



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 20

PROJECT NUMBER 2017-DJ-BX-0701

AWARD DATE 06/26/2018

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 3 OF 20

PROJECT NUMBER 2017-DJ-BX-0701

AWARD DATE 06/26/2018

***SPECIAL CONDITIONS***

**4. Required training for Point of Contact and all Financial Points of Contact**

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

**5. Requirements related to "de minimis" indirect cost rate**

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

**6. Requirement to report potentially duplicative funding**

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 4 OF 20

PROJECT NUMBER 2017-DJ-BX-0701

AWARD DATE 06/26/2018

*SPECIAL CONDITIONS*

7. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

9. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 5 OF 20

PROJECT NUMBER 2017-DJ-BX-0701

AWARD DATE 06/26/2018

*SPECIAL CONDITIONS*

10. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

11. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

12. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

14. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

15. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 6 OF 20

PROJECT NUMBER 2017-DJ-BX-0701

AWARD DATE 06/26/2018

*SPECIAL CONDITIONS*

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

19. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.





U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 7 OF 20

PROJECT NUMBER 2017-DJ-BX-0701

AWARD DATE 06/26/2018

***SPECIAL CONDITIONS***

**20. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

**21. Reporting potential fraud, waste, and abuse, and similar misconduct**

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov); and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.





U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 8 OF 20

PROJECT NUMBER 2017-DJ-BX-0701

AWARD DATE 06/26/2018

*SPECIAL CONDITIONS*

22. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 9 OF 20

PROJECT NUMBER 2017-DJ-BX-0701

AWARD DATE 06/26/2018

*SPECIAL CONDITIONS*

23. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

26. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 10 OF 20

PROJECT NUMBER 2017-DJ-BX-0701

AWARD DATE 06/26/2018

*SPECIAL CONDITIONS*

27. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

28. Justice Information Sharing

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the recipient (and any subrecipient at any tier) must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. The recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

29. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

30. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

31. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

32. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 11 OF 20

PROJECT NUMBER 2017-DJ-BX-0701

AWARD DATE 06/26/2018

***SPECIAL CONDITIONS***

**33. Verification and updating of recipient contact information**

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

**34. Law enforcement task forces - required training**

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

**35. Required attendance at BJA-sponsored events**

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

**36. Justification of consultant rate**

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 12 OF 20

PROJECT NUMBER 2017-DJ-BX-0701

AWARD DATE 06/26/2018

*SPECIAL CONDITIONS*

37. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

38. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 13 OF 20

PROJECT NUMBER 2017-DJ-BX-0701

AWARD DATE 06/26/2018

*SPECIAL CONDITIONS*

39. Prohibition on use of award funds for match under BVP program

JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

40. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

41. Body armor - compliance with NIJ standards

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

42. Required monitoring of subawards

The recipient must monitor subawards under this JAG award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

43. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

44. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.





U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 14 OF 20

PROJECT NUMBER 2017-DJ-BX-0701

AWARD DATE 06/26/2018

*SPECIAL CONDITIONS*

45. Prohibited Expenditures List

Award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure List may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>

46. Controlled expenditures - prior written approval required

Award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions are set out at <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>

47. Controlled expenditures - incident reporting

If an agency uses award funds to purchase or acquire any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, the agency must collect and retain (for at least 3 years) certain information about the use of-- (1) any federally-acquired Controlled Equipment in the agency's inventory, and (2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and the agency must make that information available to BJA upon request. Details about what information must be collected and retained are set out at <https://ojp.gov/docs/LE-Equipment-WG-Final-Report.pdf>.

48. Sale of items on Controlled Expenditure List

Notwithstanding the provision of the Part 200 Uniform Requirements set out at 2 C.F.R. 200.313, no equipment listed on the Controlled Expenditure List that is purchased with award funds may be transferred or sold to a third party, except as described below:

a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it were requesting approval to use award funds for the initial purchase of items on the Controlled Expenditure List.

b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.

c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

The recipient must notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased with award funds, and must abide by any applicable laws (including regulations) in such disposal.

49. Prohibited or controlled expenditures - Effect of failure to comply

Failure to comply with an award condition related to prohibited or controlled expenditures may result in denial of any further approvals of controlled expenditures under this or other federal awards.





U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 15 OF 20

PROJECT NUMBER 2017-DJ-BX-0701

AWARD DATE 06/26/2018

*SPECIAL CONDITIONS*

50. Controlled expenditures - Standards

Consistent with recommendation 2.1 of Executive Order 13688, a law enforcement agency that acquires controlled equipment with award funds must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient must provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

51. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2016

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2016), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

52. "Certification of Compliance with 8 U.S.C. 1373" required for valid award acceptance by a unit of local government

In order validly to accept this award, the applicant local government must submit the required "Certification of Compliance with 8 U.S.C. 1373" (executed by the chief legal officer of the local government). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a unit of local government that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the unit of local government does submit the necessary certification regarding 8 U.S.C. 1373, it may submit a fully-executed award document executed by the unit of local government on or after the date of that certification.

For purposes of this condition, "local government" does not include any Indian tribes.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 16 OF 20

PROJECT NUMBER 2017-DJ-BX-0701

AWARD DATE 06/26/2018

*SPECIAL CONDITIONS*

53. Ongoing compliance with 8 U.S.C. 1373 is required

1. With respect to the "program or activity" funded in whole or part under this award (including any such "program or activity" of any subrecipient at any tier), throughout the period of performance for the award, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). For purposes of this award, any prohibition (or restriction) that violates this condition is an "information-communication restriction."

2. Certifications from subrecipients. The recipient may not make a subaward to a State or local government or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the jurisdiction or institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Similarly, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State or local government or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the jurisdiction or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government or a "public" institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is one that is owned, controlled, or directly funded by a State or local government.

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means for purposes of 8 U.S.C. 1373 (Illegal Immigration Reform and Immigrant Responsibility Act of 1996); and terms that are defined in 8 U.S.C. 1101 (Immigration and Nationality Act) mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 42 U.S.C. 901(a)(2)).

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any "public" institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 17 OF 20

PROJECT NUMBER 2017-DJ-BX-0701

AWARD DATE 06/26/2018

***SPECIAL CONDITIONS***

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

54. Authority to obligate award funds contingent on compliance with 8 U.S.C. 1373; unallowable costs; obligation to notify

1. If the recipient is a State or local government--

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is either a State or unit of local government or a "public" institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the "program or activity" of the recipient (or of any subrecipient at any tier that is either a State or unit of local government or a "public" institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any "information-communication restriction."

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and all subrecipients (regardless of tier) are in compliance with 8 U.S.C. 1373.

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded "program or activity" of the recipient, or of any subrecipient at any tier that is either a State or a local government or a "public" institution of higher education, may be subject to any "information-communication restriction." In addition, any subaward (at any tier) to a subrecipient that is either a State or a local government or a "public" institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient such credible evidence regarding an "information-communication restriction."

2. Any subaward (at any tier) to a subrecipient that is either a State or a local government or a "public" institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required."

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required."

B. Both the "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 18 OF 20

PROJECT NUMBER 2017-DJ-BX-0701

AWARD DATE 06/26/2018

*SPECIAL CONDITIONS*

55. Required State-level rules or practices related to aliens; allowable costs

The following provisions apply to the recipient of this award, if the recipient is a State government, and also apply to any State-government subrecipient at any tier (whether or not the recipient is a State government).

1. Requirements

With respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award--

A. A State statute, or a State rule, -regulation, -policy, or -practice, must be in place that is designed to ensure that agents of the United States acting under color of federal law in fact are given to access any State (or State-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

B. A State statute, or a State rule, -regulation, -policy, or -practice, must be in place that is designed to ensure that, when a State (or State-contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and -- as early as practicable (see para. 4.B. of this condition) -- provide the requested notice to DHS.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs

Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) of-- (1) developing and putting into place statutes, rules, regulations, policies, and practices to satisfy this condition, and (2) permitting access as described in para. 1.A. above, and (3) honoring any request from DHS that is encompassed by para. 1.B. above.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3)).

(2) the term "correctional facility" means what it means under the Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 42 U.S.C. 3791(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual would have been released in the absence of this condition.

Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). In the event that (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to permit the advance notice that DHS has requested, it shall not be a violation of this condition to provide only as much advance notice as practicable.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 19 OF 20

PROJECT NUMBER 2017-DJ-BX-0701

AWARD DATE 06/26/2018

*SPECIAL CONDITIONS*

NOTE: Current DHS practice is to use one form (DHS Form I-247A (3/17)) for two distinct purposes -- to request advance notice of scheduled release, and to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition imposes NO requirements as to such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.

56. Required local-government-level rules or practices related to aliens; allowable costs

The following provisions apply to the recipient of this award, if the recipient is a unit of local government, and also apply to any local-government subrecipient of this award at any tier (whether or not the recipient itself is a unit of local government).

1. Requirements

With respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award--

A. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, -policy, or -practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law in fact are given access a local-government (or local-government-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

B. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, -policy, or -practice) must be in place that is designed to ensure that, when a local-government (or local-government-contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and -- as early as practicable (see "Rules of Construction" incorporated by para. 4.B. of this condition) -- provide the requested notice to DHS.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs

Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) of-- (1) developing and putting into place statutes, ordinances, rules, regulations, policies, and practices to satisfy this condition, (2) permitting access as described in para. 1.A. above, and (3) honoring any request from DHS that is encompassed by para. 1.B. above.

4. Rules of construction

A. The "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.

B. The "Rules of Construction" set out in the award condition entitled "Required State-level rules or practices related to aliens; allowable costs" are incorporated by reference as though set forth here in full.





U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 20 OF 20

PROJECT NUMBER 2017-DJ-BX-0701

AWARD DATE 06/26/2018

*SPECIAL CONDITIONS*

57. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

58. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

59. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

60. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

61. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.



**U.S. Department of Justice**

Office of Justice Programs

*Bureau of Justice Assistance*

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*Washington, D.C. 20531*

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for City of Morristown

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.





U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

PROJECT NUMBER

2017-DJ-BX-0701

PAGE 1 OF 1

This project is supported under FY17(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 42 U.S.C. 3711 - 3797ff-5), including subpart 1 of part E (codified at 42 U.S.C. 3750 - 3758); see also 28 U.S.C. 530C(a).

**1. STAFF CONTACT (Name & telephone number)**

Shaketta Cunningham  
(202) 514-4493

**2. PROJECT DIRECTOR (Name, address & telephone number)**

Michelle Jones  
Major  
P.O. Box 1283  
100 West 1st North Street  
Morristown, TN 37816-1283  
(423) 585-4633

**3a. TITLE OF THE PROGRAM**

BJA FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

**3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)**

**4. TITLE OF PROJECT**

Crash Data Retrieval Technology Program

**5. NAME & ADDRESS OF GRANTEE**

City of Morristown  
100 West 1st North Street  
Morristown, TN 37816

**6. NAME & ADDRESS OF SUBGRANTEE**

**7. PROGRAM PERIOD**

FROM: 10/01/2016 TO: 09/30/2020

**8. BUDGET PERIOD**

FROM: 10/01/2016 TO: 09/30/2020

**9. AMOUNT OF AWARD**

\$ 12,984

**10. DATE OF AWARD**

06/26/2018

**11. SECOND YEAR'S BUDGET**

**12. SECOND YEAR'S BUDGET AMOUNT**

**13. THIRD YEAR'S BUDGET PERIOD**

**14. THIRD YEAR'S BUDGET AMOUNT**

**15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)**

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This Local JAG award will be shared by the County and one or more jurisdictions identified as disparate within the current Fiscal Year eligibility list ([www.bja.gov/jag](http://www.bja.gov/jag)). JAG funding will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Any

equipment purchases or funded initiatives such as overtime, task forces, drug programs, information sharing, etc. will be aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF



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**From the Desk of**

**Debbie Stamey**  
Deputy Clerk/Executive Assistant  
(423) 585-4603  
e-mail [dstamey@mymorristown.com](mailto:dstamey@mymorristown.com)

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**TO:** City Council

**RE: APPOINTMENT OF BOARD/COMMISSION MEMBER**

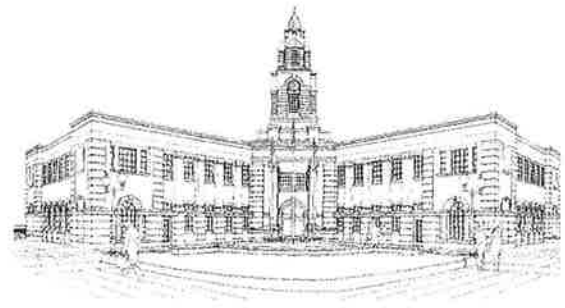
**DATE:** July 14, 2017

Mayor Chesney will appoint a new member to the Planning Commission to fill the remainder of Jim Beelaert's term, (due to his resignation), expiring on March 1, 2019.

# Morristown Police Department


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ROGER OVERHOLT  
Chief of Police



## MEMORANDUM

To: Mayor Gary Chesney  
City Council

From:  Chief Roger D. Overholt

Date: June 27, 2018

Re: Entry Level Patrol Officer

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I request to hire three entry level patrol officers at the July 3<sup>rd</sup> council meeting. Attached is the current civil service roster of eligible candidates. For three positions, we may consider any of the top seven candidates. These positions are to backfill current vacancies. Employment will be contingent upon successful completion of all pre-employment qualifications.

Thank you.

# CIVIL SERVICE BOARD

P.O. Box 1499 • MORRISTOWN, TN 37816

## POLICE DEPARTMENT ENTRY LEVEL ROSTER

Revised on June 27, 2018 to Reflect Recent **Testing**, Hiring and/or Corrections

	RANK AND NAME	EXPIRES
1	Bradley Young	4/30/2019
2	Chad Hughes	6/30/2018
3	Julian Monroe	12/31/2018
4	Nicholas Free	4/30/2019
5	Ronald Jarnigan	4/30/2019
6	January Hillman	4/30/2019
7	Michael McDaniel	4/30/2019
8	Parker Zaitz	4/30/2019
9	Stephanie Kirk	6/30/2018
10	Dustin Humphrey	4/30/2019
11	Michael Cameron	4/30/2019

For the Civil Service Board



Lee Parker, Chairman

6-27-2018

Date