

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
AUGUST 18, 2015 – 5:00 P.M.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Pastor John Freitag, Chaplain Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. August 4, 2015

6. PROCLAMATIONS/PRESENTATIONS

1. Recognition & Welcome to the Morristown Area Chamber of Commerce Leadership Class of 2015.
2. Presentation of donation from Lakeway Soccer Club.

**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 to close and vacate certain rights-of-way within the City of Morristown. (Portion of Cleveland Avenue & East Louise Avenue rights-of-way.)
{Public Hearing September 1, 2015}

9-c. Awarding of Bids/Contracts

1. Approval of FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of \$12,329.
2. Approval of 2015 ESG Grant Contract from Tennessee Housing Development Agency (THDA) in the amount of \$58,165.
3. Approval of Bid/Contract to McCall Fencing, Inc. for Morristown Regional Airport Security Fencing Project in the amount of \$89,874.70.
4. Approval of Agreement between the City of Morristown and McGill Associates, PA for Phase 4 and 5 of the Turkey Creek Greenway project.
5. Approval of proposal for Preliminary Design for Freddie Kyle Trail (Phase 4) in the amount of \$27,700 and Turkey Creek Greenway Trail (Phase 5) in the amount of \$45,300 with McGill Associates, PA for the total amount of \$73,000.
6. Approval of proposal for NEPA Environmental Assistance in the amount of \$8,000 for Freddie Kyle Trail (Phase 4) and Turkey Creek Greenway Trail (Phase 5) in the amount of \$12,000 with McGill Associates, PA for the total amount of \$20,000.
7. Approval of Correction/Update to ESRI maintenance agreement in the amount of \$5,000.
8. Approval of Addendum to the Agreement with Tyler Technologies for Police Department additional module reporting in the amount of \$6,445.

9-d. Board/Commission Appointments

1. Appointment or re-appointment to the Housing Board of Adjustments & Appeals, this is a City Council appointment for three (3) year terms to expire August 15, 2018; terms expiring: John Allen, Robert Russell and Larry Reneau.
2. Appointment or re-appointment to the Municipal Airport Commission, this is a City Council appointment for a five (5) year term to expire August 31, 2020; term expiring Steve Henrikson.

9-e. New Issues

1. Approval of Capital Lease for Morristown Utilities Commission in the amount of \$195,436.67 for cloud back-up services.

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

September 1, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
September 7, 2015	(Monday)	City Employee's Holiday (Labor Day)
September 15, 2015	(Tues) 4:00 p.m.	Finance Committee Meeting
September 15, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
October 6, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
October 20, 2015	(Tues) 4:00 p.m.	Finance Committee Meeting
October 20, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
November 3, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
November 17, 2015	(Tues) 4:00 p.m.	Finance Committee Meeting
November 17, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
November 26 & 27, 2015	(Thursday & Friday)	City Employee's Holiday

WORK SESSION AGENDA
August 18, 2015
5:00 p.m.

1. No Work Session

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
AUGUST 4, 2015**

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, August 4, 2015, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Ken Smith and Tommy Pedigo, absent; Dennis Alvis.

Councilmember Ken Smith led in the invocation and Mayor Chesney led in the "Pledge of Allegiance".

Councilmember Pedigo made a motion to approve the July 21, 2015 minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the joint proposal between the Morristown-Hamblen GIS Group (MHGIS) and USGS National Geospatial Technical Operations Center (NGTOC) for Light Detection and Ranging (LiDAR) Data and the Production of Digital Elevation Models (DEMs). MHGIS will provide \$33,642.38 through a signed Joint Funding Agreement. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Garrett made a motion to approve the purchase of a Dodge 1500 4X4 Tradesman V8 Gas Half Ton Regular Cab from TT of Columbia in the amount of \$25,206 for the Inspection Department. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the purchase of two Dodge 1500 Special Service Crew Cab 4X4 Vehicles in the amount of \$65,491.28; one Dodge Special Service DS6T98 Crew Cab 4X4 Vehicle in the amount of \$37,009.90; four Dodge Charger Pursuit V6 Vehicles in the amount of \$119,893.68; one 2015 Dodge Durango SSV AWD Vehicle in the amount of \$35,579.94; three 2015 Dodge Durango SSV AWD Vehicles in the amount of \$103,044.03 from TT of Columbia for the Police Department. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Mayor Chesney appointed Pauletta Thomas to the Morristown Housing Authority to fill the unexpired term of Michael Giles; term ending February 15, 2018.

Councilmember Senter made a motion to approve the Request for Purchase (RFP) – Confiscated/Surplus Weapons. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

City Administrator Tony Cox reported on the 2014-2019 CDBG Consolidated Plan and the 2015 CDBG Action Plan.

Mayor Chesney recessed the meeting for an Executive Session to confer with the City Attorney regarding legal issues.

Mayor Chesney reconvened the meeting after Council returned from Executive Session. Mayor Chesney adjourned the August 4, 2015 City Council meeting at 5:38 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

DRAFT



Department of Community Development
West 1st North Street
Morristown, TN 37814
(423)585-4620

TO: Morristown Regional Planning Commission

FROM: Alan Hartman, Development Director

DATE: August 18, 2015

SUBJECT: Right-of-Way Closure – Request to close a portion of Cleveland Avenue and E. Louise Avenue

BACKGROUND:

A right-of-way closure request has been submitted by Mr. David Hayes, representing Rutledge Place 2014, LP, the owner of property located along Seymour Street near East High School.

The property is adjacent to a right-of-way, which is an unfinished section of Cleveland Avenue that runs in a north-south direction from Seymour Street to an undeveloped and unmaintained portion of E. Louise Avenue.

The property owner has requested closure of this portion of public right-of-way (Cleveland Avenue) as well as a small portion of E. Louise Avenue which touches their property. Rutledge Place 2014, LP, is the only property owner affected by this closure as the company currently owns the property on the east of the right-of-way in question and is under a binding contract to purchase the parcel to the west of the right-of-way.

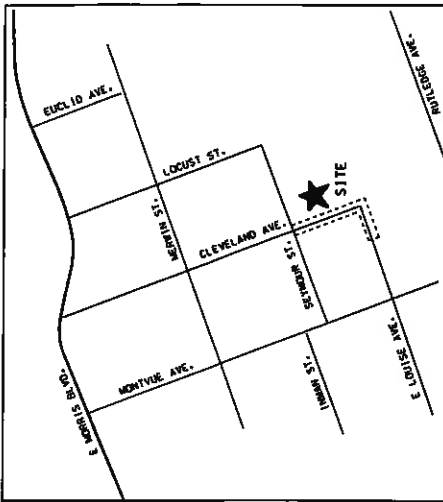
There is no plan to open this right-of-way for a public street. To date, city staff has received no complaints regarding the right-of-way closure request.

PLANNING COMMISSION ACTION:

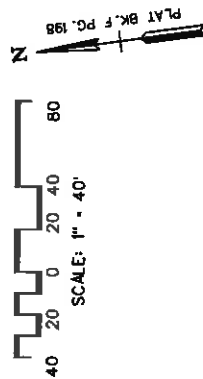
The City of Morristown Regional Planning Commission, at their regular meeting on August 11, 2015, recommended that the right-of-way closure request be forwarded to City Council for approval as submitted.

RECOMMENDATION:

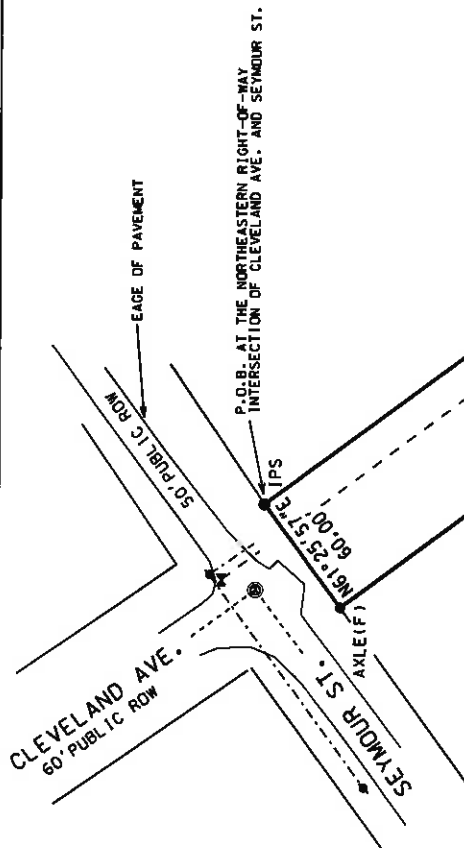
Staff proposes that the Morristown City Council approve this right-of-way closure request.



VICINITY MAP



RUTLEDGE PLACE 2014 L.P.
DEED BK. 1596 PG. 89



LUTTRELL
DEED BK. 107 PG. 22

- NOTES:
1. THE PURPOSE OF THIS SURVEY IS TO CLOSE PORTIONS OF RIGHT-OF-WAY ON CLEVELAND AVE. AND E. LOUISE AVE.
 2. BEARINGS SHOWN HEREIN ARE BASED ON PLAT BK. F PG. 198.
 3. TOTAL AREA THIS SURVEY: 37.543 SQUARE FEET

SURVEY OF:
**RIGHT-OF-WAY
CLOSURE FOR PORTIONS OF
CLEVELAND AVE. AND E. LOUISE AVE.**
CITY OF MORRISTOWN
DISTRICT 1, HANBLEN CO. TENNESSEE
TAX MAP 034
DATE: 7/18/2015

LEGEND

- (F) MONUMENTATION FOUND (OLD)
- PF 3/4" IRON PIN FOUND (OLD)
- PS 3/4" IRON PIN SET W/ CAP (NEW)
- ⌵ UTILITY OR POWER POLE
- ⊙ SANITARY SEWER MANHOLE
- 8" SA--- SANITARY SEWER MAIN
- W --- WATER LINES
- ⌵ WATER VALVES
- OVERHEAD POWER LINES
- BOUNDARY LINES



CERTIFICATION OF ACCURACY
I CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF
PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 AS SHOWN HEREIN.
Scott Williams
REGISTERED LAND SURVEYOR
TENNESSEE LICENSE NO. 19114

**Scott Williams
and Associates**
6918 YELLOW OAK LANE
KNOXVILLE, TENNESSEE 37931
PHONE: (865) 692-1889
FAX: (865) 692-1889
E-MAIL: NSCOTTWILL@COMCAST.NET
CONSULTING
CIVIL ENGINEERING
LAND SURVEYING
1957

ORDINANCE NO. _____
ENTITLED AN ORDINANCE TO CLOSE AND VACATE
CERTAIN RIGHTS-OF-WAY WITHIN THE CITY OF
MORRISTOWN. {Portion of Cleveland Avenue and East
Louise Avenue rights-of-way}

Section I. WHEREAS, the City Council of the City of Morristown has the power to, when expedient, close, vacate and abandon rights-of-way within the municipality; and

WHEREAS, the following action is deemed to be in the best interest of the municipality:

NOW, THEREFORE:

Section II. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN that the following right-of-way is hereby closed, vacated and abandoned, except that the City of Morristown retains a utility and drainage easement equal to, and coinciding with, the entire length and width of the abandoned right-of-way:

BEGINNING at a point on the northwestern corner of Parcel 034-P "H" 012.00 as shown on 2015 Hamblen County Tax Map and the southern boundary of Seymour Street right-of-way; thence in a southeasterly direction along the western boundary of Cleveland Avenue right-of-way and the eastern boundary of said Parcel 034-P "H" 012.00 for a distance approximately four hundred forty-nine and seven tenths (449.71) feet to a point on the southeastern corner of said Parcel 034-P "H" 012.00; thence northeastward for a distance of approximately twenty (20) feet to a point of Cleveland Avenue right-of-way; thence southeastward along a line from said point for a distance of approximately fifty (50.39) feet to the southern boundary of East Louise Avenue right-of-way; thence northeastward for a distance of approximately forty (40) feet to a point on the southern boundary of East Louise Avenue right-of-way and a corner of Parcel 034-O "A" 007.00; thence continuing along the eastern boundary of Cleveland Avenue right-of-way and the western boundary of said Parcel 034-O "A" 007.00 for a distance of approximately five hundred and six hundredths (500.06) feet in a northwesterly direction to a point on the northwestern corner of said Parcel 034-O "A" 007.00 and the southern boundary of Seymour Street right-of-way; thence in a southwesterly direction for a distance of approximately sixty (60) feet to the point of BEGINNING; thus being all of that portion of unopened right-of-way as shown on the before mentioned Hamblen County Tax Map that was requested to be abandoned by the City of Morristown.

Section III. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Section IV. BE IT FURTHER ORDAINED that this ordinance takes effect from and after its passage, the public welfare requiring it.

Passed on first reading the 18th day of August 2015.

ATTEST: _____ Mayor

City Administrator

Passed on second and final reading the 1st day of September 2015.

ATTEST: _____ Mayor

City Administrator



Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 11, 2015

Mr. Anthony W. Cox
City of Morristown
100 W. 1st North Street
Morristown, TN 37816-1283

Dear Mr. Cox:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$12,329 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, Kandia Conaway, Program Manager at (202) 514-9205; 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.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell
Director

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

August 11, 2015

Mr. Anthony W. Cox
City of Morristown
100 W. 1st North Street
Morristown, TN 37816-1283

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.

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. 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.

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.



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

 Department of Justice Office of Justice Programs Bureau of Justice Assistance		Grant		PAGE 1 OF 9																	
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Morristown 100 W. 1st North Street Morristown, TN 37816-1283		4. AWARD NUMBER: 2015-DJ-BX-0632																			
		5. PROJECT PERIOD: FROM 10/01/2014 TO 09/30/2016 BUDGET PERIOD: FROM 10/01/2014 TO 09/30/2016																			
		6. AWARD DATE 08/11/2015		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 Enhanced Capabilities and Performance Program		10. AMOUNT OF THIS AWARD \$ 12,329																			
		11. TOTAL AWARD \$ 12,329																			
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 FY15(BJA - JAG) 42 USC 3750, et seq																					
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 Denise O'Donnell Director		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 <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>OFC.</th> <th>DIV. REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DJ</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>12329</td> </tr> </tbody> </table>				FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT	X	B	DJ	80	00	00		12329	21. PDJUGT0166	
FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT														
X	B	DJ	80	00	00		12329														



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

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

[Return to Agenda](#)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 9

PROJECT NUMBER 2015-DJ-BX-0632

AWARD DATE 08/11/2015

SPECIAL CONDITIONS

1. 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 the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://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.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if 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.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds 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 involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail. Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

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

No recipient or subrecipient under this award, or entity that receives a 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 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 to make subawards or contracts under this award --

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, contract, or subcontract) 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 agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



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10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special 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).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on 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").
13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds 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 being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
17. A recipient that is eligible under the Part 200 Uniform Requirements 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).
18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.



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19. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
20. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at http://www.ojp.usdoj.gov/funding/other_requirements.htm, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."
21. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee 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.
22. 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 grantee 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.
23. The recipient agrees that any information technology system funded or supported by OJP funds will 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). Recipient may not satisfy such a fine with federal funds.
24. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.



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25. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
26. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
27. Award recipients must verify 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.
28. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This 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. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
29. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
30. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.
31. 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 Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
32. 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.



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33. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (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.
34. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but 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.
35. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
36. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
37. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://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: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
38. 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 Bulletproof Vest Partnership (BVP) program.
39. The recipient 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 grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.



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40. The grantee agrees to 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 grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee 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 grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special 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 grantee 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 grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, 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.

41. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
42. Recipient understands and agrees that 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>.
43. Recipient understands and agrees that 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 may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>



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44. Recipient understands and agrees that the purchase or acquisition of 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, with award funds by an agency will trigger a requirement that the agency 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 make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
45. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award 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 was requesting approval to use award fund 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.
- Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
46. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
47. Recipient understands that the initial period of availability of funds for this award is two years. Recipient further understands that any requests for additional time for performance of this award, up to two additional years, will be granted automatically, pursuant to 42 U.S.C. § 3751(f) and in accordance with current fiscal year solicitation. Requests for additional time beyond a four year grant period will be subject to the discretion of the Director of the Bureau of Justice Assistance.
48. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

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.

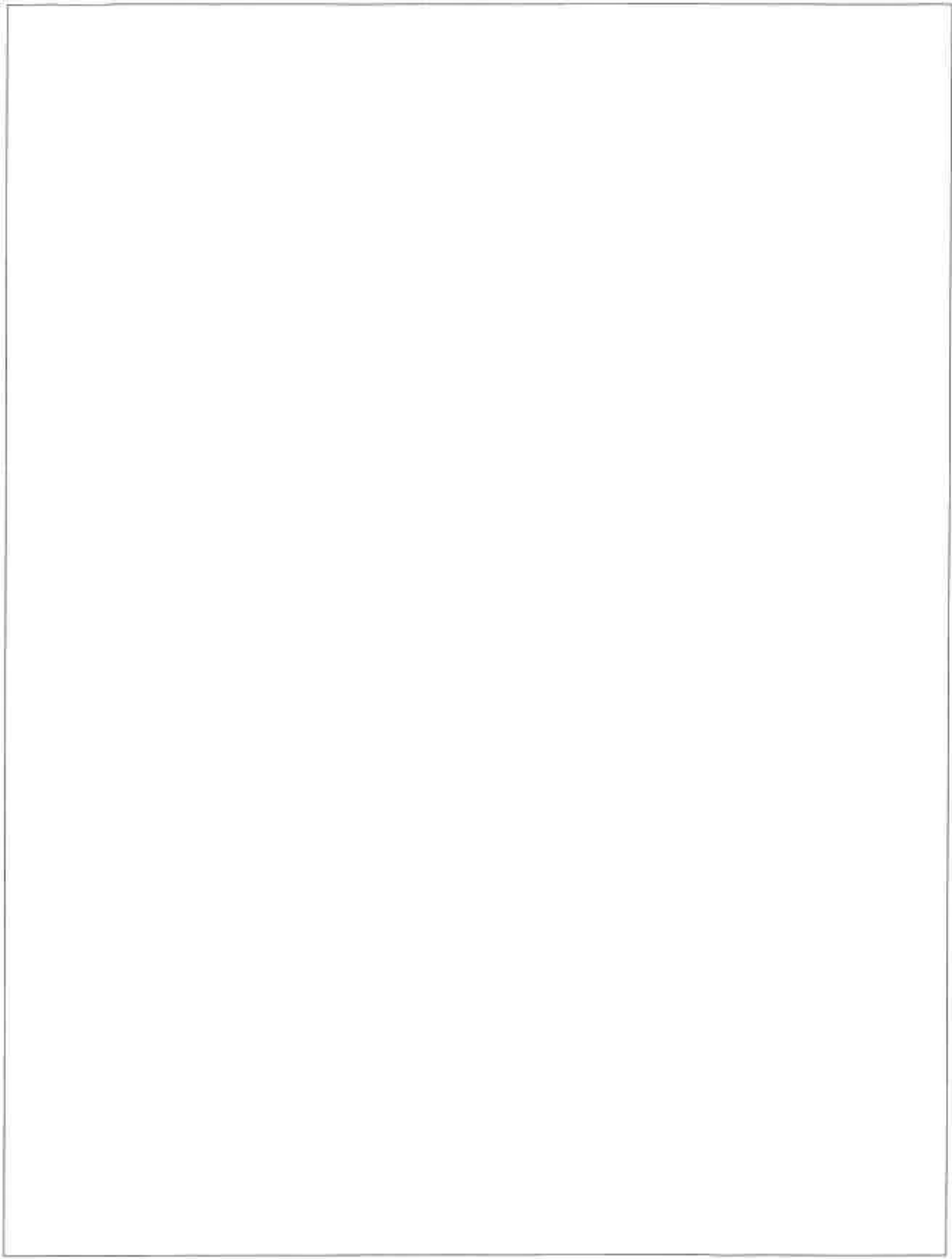
The specified activities requiring environmental analysis are:

- 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 <http://www.ojp.usdoj.gov/BJA/resource/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.

 <p>Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>	<p align="center">GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY</p> <p align="center">Grant</p>	
	<p>PROJECT NUMBER 2015-DJ-BX-0632</p>	<p>PAGE 1 OF 1</p>
<p>This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.</p>		
<p>1. STAFF CONTACT (Name & telephone number)</p> <p>Kandia Conaway (202) 514-9205</p>	<p>2. PROJECT DIRECTOR (Name, address & telephone number)</p> <p>Michelle Jones Major P.O. Box 1283 100 W. 1st North Street Morristown, TN 37816-1283 (423) 585-4633</p>	
<p>3a. TITLE OF THE PROGRAM</p> <p>BJA FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation</p>		<p>3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)</p>
<p>4. TITLE OF PROJECT</p> <p>Enhanced Capabilities and Performance Program</p>		
<p>5. NAME & ADDRESS OF GRANTEE</p> <p>City of Morristown 100 W. 1st North Street Morristown, TN 37816-1283</p>	<p>6. NAME & ADDRESS OF SUBGRANTEE</p>	
<p>7. PROGRAM PERIOD</p> <p>FROM: 10/01/2014 TO: 09/30/2016</p>	<p>8. BUDGET PERIOD</p> <p>FROM: 10/01/2014 TO: 09/30/2016</p>	
<p>9. AMOUNT OF AWARD</p> <p>\$ 12,329</p>	<p>10. DATE OF AWARD</p> <p>08/11/2015</p>	
<p>11. SECOND YEAR'S BUDGET</p>	<p>12. SECOND YEAR'S BUDGET AMOUNT</p>	
<p>13. THIRD YEAR'S BUDGET PERIOD</p>	<p>14. THIRD YEAR'S BUDGET AMOUNT</p>	
<p>15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)</p> <p>The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime 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 program 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; and 7) crime victim and witness programs (other than compensation)</p> <p>The City of Morristown and Hamblen County, as disparate jurisdictions, will share the JAG award and use the funds purchase law enforcement equipment. The goal of this project is to increase officer safety, efficiency, and effectiveness. NCA/NCF</p>		





Tennessee Housing Development Agency

Andrew Jackson Building Third Floor
502 Deaderick St., Nashville, TN 37243
(615) 815-2200

Bill Haslam
Governor

Ralph M. Perrey
Executive Director

MEMORANDUM:

TO: 2015 ESG Grantees

FROM: Coralee Holloway

DATE: August 7, 2015

SUBJECT: 2015 ESG Contracts

In regards to the 2015 ESG Contracts you are receiving, please **sign** and **date both copies** of the **contract** and **return both copies to THDA**. Upon my signature, we will return a copy to you for your records.
If you have any questions please call the Community Programs Division at (615) 815-2030.
Thank you



GRANT CONTRACT

(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)

Begin Date July 1, 2015	End Date June 30, 2016	Agency Tracking # ESG-15-28	Edison ID 45222		
Grantee Legal Entity Name City of Morristown			Edison Vendor ID 62-6000369		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #14.231 Grantee's fiscal year end			
Service Caption (one line only)					
Funding —					
FY	State	Federal	Interdepart mental	Other	TOTAL Grant Contract Amount
2015		\$58,165			\$58,165
TOTAL:		\$58,165			\$58,165
Ownership/Control <input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female <input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business <input checked="" type="checkbox"/> Government <input type="checkbox"/> NOT Minority/Disadvantaged <input type="checkbox"/> Other:					
Grantee Selection Process Summary <input type="checkbox"/> Competitive Selection <input checked="" type="checkbox"/> Non-competitive Selection					
<div>ESG grants are awarded competitively based on threshold criteria, program design, capacity points, with additional points given for domestic violence service providers and providers of rapid rehousing services.</div> <div>Set Aside Cities as defined by HUD that do not receive a direct allocation are awarded formula-based funds. \$100,000 unmatched funds are set-aside for seven Regional Housing Facilitators who serve the mentally ill.</div>					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GR		
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE HOUSING DEVELOPMENT AGENCY AND
City of Morristown**

This Grant Contract by and between the State of Tennessee, Tennessee Housing Development Agency, hereinafter referred to as the "State" or "THDA" and City of Morristown, hereinafter referred to as the "Grantee," is for the provision of services to the homeless and those at risk for homelessness under the Emergency Solutions Grant ("ESG"), as further described under "Scope of Services and Deliverables" (the "SCOPE OF SERVICES.") below.

The Grantee is a Governmental Entity
Grantee Place of Incorporation or Organization: Tennessee

Grantee Edison Vendor ID 62-6000369

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables as required, described, and detailed in this Scope of Services section or elsewhere in this Grant contract.
- A.2. To maintain and operate emergency homeless shelters, provide essential services, street outreach and rapid rehousing to the homeless and prevention services to individuals and families at-risk for homelessness, as specified in ATTACHMENT A: DESCRIPTION OF ACTIVITIES; ATTACHMENT B: IMPLEMENTATION PLAN; and ATTACHMENT C: BUDGET.
- A.3. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment D, is incorporated in this Grant contract by this reference.
- A.4. Incorporation of Additional Documents. The following documents are incorporated by this reference in this Grant contract:
 - a. Title 24 Code of Federal Regulations, Part 576 and Part 91, of the Emergency Solutions Grants Program authorized by subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378) Interim Regulations, (the "Federal ESG Regulations").
 - b. The United States Department of Housing and Urban Development ESG Desk Guide for Program and Eligibility Policies and Procedures.
 - c. THDA ESG Program Description and ESG Manual (the "THDA ESG Requirements").

In the event of a discrepancy, ambiguity or conflicting requirements regarding the Grantee's duties, responsibilities and performance under this Grant Contract, the more stringent requirement shall apply.
- A.5. To comply with the Eligible Activity Requirements of 24 CFR 576, Subpart B, and Part 91 as applicable in accordance with the type of project assisted.

- A.6. To comply with the Program Requirements of 24 CFR 576, Subpart E, and Part 91 as applicable in accordance with the type of project assisted.
- A.7. To maintain records adequate to document compliance with 24 CFR 576, along with such other records the State determines necessary to enable the State to fulfill its responsibilities in the ESG Program. All records will be retained for a 3-year period in accordance with the requirements of 24 CFR Section 576.
- A.8. To furnish to the State all reports required to be filed in accordance with any directives of the State and within the time period prescribed by the State for such reports.
- A.9. To comply with required consultation with the local Continuum of Care and HMIS reporting requirements.

B. TERM OF GRANT CONTRACT:

- B.1. Grant Term. This Grant contract shall be effective on July 1, 2015 and extend for a period of (12) months after the Effective Date to June 30, 2016. The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.
- B.2. Period of Use Restrictions. This Grant Contract shall remain effective, regardless of the Grant Term specified above, for the period of use restrictions under 24 CFR 576.53 and 42 U.S.C. 11375(c), as applicable.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed FIFTY-EIGHT THOUSAND ONE HUNDRED SIXTY-FIVE AND 00/100 DOLLARS (\$58,165) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment C, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant contract, the Grantee shall submit invoices in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice THDA based on an approved payment schedule, with all necessary supporting documentation, and present such to the Tennessee Housing Development Agency via electronic dropbox or via mail or delivery service to:

The Tennessee Housing Development Agency
Andrew Jackson Building, Third Floor
502 Deaderick Street, Nashville, Tennessee 37243
Attention: Community Programs

Grantees are required to use ESG Request for Payment Form which contains this information. The ESG Manual defines the required back-up documentation. THDA's Grant Management System is used to track each draw and the budget category.

Grantees can only draw ESG funds for specific activities, subject to the maximum ESG limit on Street Outreach and Shelter. Each Request for Payment form is accompanied by copies of general ledgers, invoices, pay stubs, timesheets, travel logs, and/or other documentation that verifies expense. These requirements are further defined in the ESG Manual.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-items amount(s) detailed. Any change in Grant Budget line items shall require an amendment of this Grant contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant contract exceed the amounts permitted by Section C of this Grant contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or

indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant contract or any other contract between the Grantee and THDA or the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant contract until the State has received the following documentation properly completed.
 - a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
 - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (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. This Grant contract may be terminated by either party by giving written notice to the other, at least thirty (3) days before the effective date of termination. Should either party exercise this provision, the Grantee shall be entitled to reimbursement for authorized expenditures and satisfactory services, in compliance with the Federal ESG Regulations and the THDA ESG Requirements, completed as of the termination date, but in no event shall the State be liable to the Grantee for any service which has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. In the event of disagreement, the Grantee may file a claim with the Tennessee Claims Commission to seek redress.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant contract in a timely or proper manner, or if the Grantee violates any terms of this Grant contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant contract. Upon such termination, the Grantee shall have no claim to any remaining ESG funds made available under this Grant contract
- D.5. Subcontracting. The Grantee shall not assign this Grant contract or enter into a subcontract for any of the services performed under this Grant contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant contract.

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

- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Ralph M. Perrey, Executive Director
Tennessee Housing Development Agency
Andrew Jackson Building, Third Floor
502 Deaderick Street, Nashville, Tennessee 37243
Telephone # 615-815-2200 FAX # 615-564-1292
Email: rperrey@thda.org

The Grantee:

Gary Chesney, Mayor
City of Morristown
100 West 1st North Street, Morristown, Tennessee 37816
Telephone 423-585-1834
Email tstroud@mymorristown.com

A change to the above contact information requires written notice to the person designated by the other party to receive notice. All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant contract upon written notice to the Grantee. The State's right to terminate this Grant contract due to lack of funds is not a breach of this Grant contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State

any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

The sign shall be on the form prescribed by the Tennessee Comptroller of the Treasury. THDA shall obtain copies of the sign from the Tennessee Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant contract shall include the statement, "This project is funded under a Grant contract with the Tennessee Housing Development Agency through the U.S. Department of Housing and Urban Development." All notices by the Grantee in relation to this Grant contract shall be approved by THDA.
- D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by THDA, the Tennessee Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of, THDA the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant contract shall be subject to monitoring and evaluation by the State, the Tennessee Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Reports. The Grantee shall submit all reports with form, substance and deadlines as specified in the Federal ESG Regulations and the THDA ESG Requirements. The Grantee shall submit, within two (2) months of the conclusion of the Term, an ESG annual report to THDA.

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

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

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

Audit reports shall be made available to the public.

- D.20. **Procurement.** If other terms of this Grant contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—300.326 when procuring property and services under a federal award.

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

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

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

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public

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

- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant contract arising from a Force Majeure Event is not a default under this Grant contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant contract is not a Force Majeure Event under this Grant contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant contract or charge the State any fees other than those provided for in this Grant contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Grant contract.
- D.26. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant contract, subject to the THDA's, equitable interest therein, to the extent of its *pro rata* share, based upon, THDA's, contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition costs which equals or exceeds five thousand dollars (\$5,000). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant contract to create a security interest in favor of THDA in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant contract. A further intent of this Grant contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant contracts between THDA, and the Grantee.

The Grantee grants THDA a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant contract. This Grant contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants THDA a security interest in said equipment or motor vehicles. The Grantee agrees that THDA may file this Grant contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to THDA, upon THDA's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant contract in such form as THDA may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements THDA may reasonably require. Without the prior written consent of THDA, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant contract, including the covenants to pay when due all sums secured by this Grant contract, THDA shall have the remedies of a secured party under the Uniform Commercial Code and, at the THDA's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.
- k. The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee

must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

- l. The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify THDA, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon THDA's original contribution to the purchase price.
 - m. Upon termination of the Grant contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant contract, the Grantee shall request written approval from THDA for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.
- D.27. Local, State and Federal Compliance. The Grantee shall comply with all applicable local, state and federal ordinances, laws and regulations in the performance of this Grant contract.
- D.28. Governing Law. This Grant contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee, THDA, or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.29. Completeness. This Grant contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.30. Severability. If any terms and conditions of this Grant contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant contract are declared severable.
- D.31. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant contract.
- D.32. Hold Harmless. To the extent permitted by law, the Grantee agrees to indemnify and hold harmless THDA as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for on its or their

behalf relating to this Grant contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for THDA to enforce the terms of this Grant contract. In the event of any such suit or claim, the parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee, through its attorney(s), the right to represent the State of Tennessee in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant contract, the special terms and conditions shall be subordinate to the Grant contract's other terms and conditions.
- E.2. Training. The Grantee shall attend all training sessions as required by THDA (Consultants may attend and will be considered as fulfilling this requirement).
- E.3. ESG Program Requirements. Under this Grant Contract, Grantee is receiving an allocation or grant of Emergency Solutions Grant Program funds. The Grantee understands these funds are made available through the United States Department of Housing and Urban Development (HUD) and to facilitate the receipt of these funds the Grantee agrees and certifies to comply with all applicable State and HUD requirements. Without limitation, Grantee specifically agrees and certifies as follows:
- a. The Grantee will abide with all the requirements of 24 CFR, Part 576 and Part 91, Emergency Solutions Grant Program.
 - b. The Grantee will match dollar-for-dollar the ESG funding it receives from the State with funds from other public or private sources.
 - c. The Grantee will comply with other applicable Federal Requirements in 24 CFR, Part 576, and Part 91, as follows:
 1. 24 CFR 5.105(a). Section 3 Nondiscrimination and Equal Opportunity;
 2. 24 CFR 576 Subpart B Applicability of OMB Circulars
 3. 24 CFR 576 Subpart B Lead-Based Paint Poisoning Prevention Act;
 4. 24 CFR 576.404 Conflicts of Interest;
 5. 24 CFR 24.50 Environmental Review;
 6. 24 CFR 576.408 Relocation and Acquisition.
 8. Title VI and Executive Order 13166 Affirmative Outreach
 - d. If the Grantee is primarily a religious organization, it agrees to use its funds to provide all eligible activities under this program in a manner that is free from religious influences as provided by 24 CFR 576.406.

- e. The Grantee will administer the Grant according to the uniform administrative requirements of 24 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, and the requirements of 24 CFR 576.407.
- f. The Grantee will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Estate Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR, Part 24 and the requirements of 24 CFR 576.59.
- g. The Grantee will comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, implementing regulations at 24 CFR, Part 35, Subparts A, B, H, J, K, and M as applicable.
- h. The Grantee will use ESG funds pursuant to its or the State's Consolidated Plan approved by HUD and all requirements of 24 CFR, Part 576 and Part 91.
- i. The Grantee will obligate all ESG grant funds to subrecipients within 120 days of the date the funds were made available to the State.
- i. The Grantee will maintain adequate documentation of homelessness status to determine eligibility of persons served by the ESG program.
- k. The Grantee will establish a formal process by which it may terminate ESG assistance to an individual or family who violates program requirements in accordance with 24 CFR Part 576.402. The formal process adopted by the Grantee must allow for the due process of the terminated participant's rights through a grievance procedure that allows a hearing regarding the termination of assistance.
- l. The Grantee will ensure that at least one homeless or formerly homeless individual participates in a policy-making function within the organization in accordance with 24 CFR Part 576.405. The Grantee will involve homeless individuals and families in the operation of the ESG-funded program through work or volunteer activities in accordance with 24 CFR Part 576.405.
- m. The Grantee will develop and implement procedures to ensure the confidentiality of records pertaining to any individual fleeing domestic violence situations. In addition the address and location of family violence shelter facilities receiving ESG funding may not be publicly disclosed except with the written authorization of the person(s) responsible for the shelter facility's operation.
- n. The Grantee will require that any building for which ESG funding is used for renovation, major rehabilitation or conversion meet local government safety and sanitation standards. In addition, the Grantee will ensure that shelter and housing facilities funded through the ESG program are safe, sanitary and adequately maintained.
- o. The Grantee will abide by the ESG use restriction requirements of 24 CFR 576.3 and 42 U.S.C. 11375(c) for a 10-year or 3-year period, as applicable, for any renovation, rehabilitation or conversion activity. If the ESG-assisted facility fails to meet the use restriction requirement for the specified period, the Grantee will repay the applicable ESG funds as directed by the State.

- p. The Grantee will provide a means of enforcing compliance with ESG program requirements, including use restriction requirements specified in 24 CFR 576.3 and 42 U.S.C. 11375(c). Enforcement may include liens on real property, deed restrictions, or covenants running with the land.
- E.4. Homeless Management Information Systems (HMIS). The Grantee must participate in the local Continuum of Care and ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those person and activities are located, in accordance with HUD's standards on participation, data collection and reporting under a local HMIS. If the Grantee is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (e.g., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.
- E.5. Drug Free Workplace. The Grantee will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the action that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Grantee's policy of maintaining a drug-free workplace;
 - 3. Any drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the Grant contract be given a copy of the statement required by Paragraph E 5 (a);
 - d. Notifying the employee in the statement required by Paragraph E 5 (a) that, as a condition of employment under the Grant contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employees in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e. Notifying the State in writing, within ten calendar days after receiving notice under Paragraph E 5 (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within thirty calendar days of receiving notice under Paragraph E 5 (d) (2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or the appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs E 5 (a), (b), (c), (d), (e) and (f).
- E.6. Insurance. The Grantee shall carry adequate liability and other appropriate forms of insurance.
- a. The Grantee shall maintain, at minimum, the following insurance coverage:
 - 1. Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - 2. Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - 3. Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
 - 4. Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
 - b. The Grantee shall provide a valid Certificate of Insurance naming THDA as an additional insured and detailing Coverage Description; Insurance Company and Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Grantee shall obtain from Grantee's insurance carrier(s) and will deliver to THDA waivers of the subrogation rights under the respective policies. Failure to provide required evidence of insurance coverage shall be a material breach of this Grant contract.
- E.7. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant contract.

- E.8. Corrective Action. If the State takes any corrective or remedial action as outlined in 24 CFR Section 576.67 that are the result of any action taken by the Grantee, the Grantee will take any action required to prevent a continuation of the deficiency, mitigate to the extent possible, its adverse effects or consequences, and prevent its recurrence. These remedies could, among other action, include repaying ESG funds.

IN WITNESS WHEREOF,

City of Morristown:

Gary Chesney, Mayor

DATE

TENNESSEE HOUSING DEVELOPMENT AGENCY

Coralee B. Holloway, Director, Community Programs

DATE

ATTACHMENT D**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	City of Morristown
Subrecipient's DUNS number	079026779
Federal Award Identification Number (FAIN)	E-15-DC-47-0001
Federal award date	July 1, 2015
CFDA number and name	14.231
Grant contract's begin date	July 1, 2015
Grant contract's end date	June 30, 2016
Amount of federal funds obligated by this grant contract	\$58,165
Total amount of federal funds obligated to the subrecipient	\$58,165
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$2,948,182
Name of federal awarding agency	U.S. Department of Housing and Urban Development
Name and contact information for the federal awarding official	Mary C. Wilson Director, CPD John J. Duncan Federal Building, Ste 300 710 Locust Street, SW Knoxville, TN 37902
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	To be determined by cost allocation plan approved by Grantee's cognizant agency

ATTACHMENT A

TENNESSEE HOUSING DEVELOPMENT AGENCY 2015 ESG PROGRAM DESCRIPTION OF GRANTEE ACTIVITIES

GRANTEE NAME: CITY OF MORRISTOWN

I. The activities for the 2015 ESG Project shall consist of the following:

1. Administer ESG funds through a subrecipient agreement with Ministerial Association Temporary Shelter in Hamblen County.
2. Ministerial Association Temporary Shelter will provide Shelter activities for homeless individuals and/or families in Hamblen County.
3. Ministerial Association Temporary Shelter will use ESG funds for HMIS activities.
4. Prior to disbursement of ESG funds, the Grantee will submit its subrecipient's ESG Written Standards.
5. An invoice under this Working Agreement shall be presented to THDA within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. THDA will not deem such Grantee costs to be allowable and reimbursable unless, at the sole discretion of THDA, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it shall be signed by a Grantee agent that would be authorized to sign this Working Agreement.

ATTACHMENT B

**TENNESSEE HOUSING DEVELOPMENT AGENCY
2015 ESG PROGRAM
IMPLEMENTATION PLAN FOR ESG PROJECTS**

GRANTEE: CITY OF MORRISTOWN

I. The time table for completing the activities for the project shall be:

- | | | |
|----|--|---------------|
| 1. | Determination of status for Environmental Review | July 1, 2015 |
| 2. | Release of funds | July 1, 2015 |
| 3. | Begin providing services to homeless | July 1, 2015 |
| 4. | Contract complete | June 30, 2016 |

ATTACHMENT C

**TENNESSEE HOUSING DEVELOPMENT AGENCY
2015 ESG PROGRAM
PROJECT BUDGET**

GRANTEE NAME: CITY OF MORRISTOWN

Funding Source	Street Outreach	Shelter Activities	Homeless Prevention	Rapid Re-Housing	HMIS	Admin	TOTAL
ESG FUNDS	\$	\$ 49,140	\$	\$	\$ 6,408	\$ 2,617	\$ 58,165
Other Federal Funds	\$	\$	\$	\$	\$		\$
Local Gov't or Agency Funds	\$	\$ 49,140	\$	\$	\$ 6,408	\$ 2,617	\$ 58,165
Private Funds	\$	\$	\$	\$	\$		\$
Donated Labor, Services, Cash, or Materials	\$	\$	\$	\$	\$		\$
TOTAL	\$	\$ 98,280	\$	\$	\$ 12,816	\$ 5,234	\$ 116,330

August 12, 2015

Mr. Buddy Fielder
Assistant City Manager
City of Morristown
PO Box 1499
Morristown, TN 37816-1499

RE: Morristown Regional Airport
Security Fencing

Dear Mr. Fielder;

Bids for the above referenced project were received from one contractor on July, 2015. The lone contractor submitting a bid was McCall Fencing, Inc. The bid was opened publicly and read aloud. The bid as received is summarized as follows:

<u>Bid Area</u>	<u>Bid Amount</u>
Base Bid Total	\$49,842.10

The bid was reviewed to determine the responsiveness of the contractor. Our conclusion is as follows:

1. The lowest bid by McCall Fencing, Inc. was responsive. There were minor bid discrepancies, but were determined to not affect the responsiveness of the bid. This was verified with TAD.

Due to the favorable bid prices, Baker contacted McCall fencing to provide costs for adding a 4' wide mow strip to the new fencing. We received prices for concrete and stone mow strip options. The unit prices are listed below:

Concrete Option - \$20.50 per linear foot

Stone Option - \$21.50 per linear foot.

A bid tabulation is attached, which includes the costs for adding the 4' wide mow strip.

We hereby recommend that The City of Morristown award the construction contract to McCall Fencing, Inc. in the amount of \$89,874.70. This contract price will include the Base Bid along with the added 4' concrete mow strip. The mow strip will be added to the 1,950' of 8' chain-link fence. The fencing along the railroad right-of-way will not receive a mow strip due to available funding.

We will begin contract preparation and distribution after concurrence from the City of Morristown and TN Aeronautics.

Sincerely,



Jason D. Bennett, P.E
Project Engineer
Michael Baker Jr., Inc.

Enclosures: Tabulation of Bids

LOCATION: MORRISTOWN REGIONAL AIRPORT
MOORE-MURRELL FIELD
PROJECT DESCRIPTION: SECURITY FENCING

BID TABULATION

BID DATE: 10JUL15

ITEM NO.	SPEC. NO	WORK ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		McCall Fencing, Inc.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	01000	Mobilization	LS	1	\$9,540.00	\$9,540.00	\$1,850.00	\$1,850.00
2	F-161	4' Wildlife Fence	LF	2,160	\$10.00	\$21,600.00	\$6.67	\$14,407.20
3	F-162A	8' Chain-Link Security Fence With Barbed Wire	LF	1,950	\$20.00	\$39,000.00	\$16.85	\$32,857.50
4	F-162B	8' Single Leaf Swing Gate	EA	1	\$3,000.00	\$3,000.00	\$785.00	\$785.00

\$73,140.00 **\$49,899.70**

ADD-1		4' PCC Vegetation Barrier	LF	1,950	N/A	N/A	\$20.50	\$39,975.00
ADD-2		4' Rock Vegetation Barrier	LF	1,950	N/A	N/A	\$21.50	\$41,925.00

BASE BID PLUS ITEM ADD-1 **\$89,874.70**

AGREEMENT

This **AGREEMENT** is entered into this day of , 2015 by and between the **CITY** of Morristown, Hamblen County, Tennessee, hereinafter referred to as the **CITY** and **McGill Associates, PA**, hereinafter referred to as **McGill**.

Whereas, this **AGREEMENT** is not to do violence to any other **AGREEMENT** which may exist between the **CITY** and any other consulting firm.

Whereas, the **CITY** has a long range Master Plan for Greenways which envisions seven (7) projects.

Whereas, three (3) of the seven (7) projects are complete.

Whereas, the **CITY** has been awarded partial funding for projects numbers four (4) and (5).

Whereas, project four (4) is hereinafter referred to as Freddie Kyle Trail.

Whereas, project five (5) will connect at Freddie Kyle Trail and traverse northward to the trailhead at Wildwood Park (at S. Outer Drive) hereinafter referred to as Turkey Creek Greenway Trail Phase 5.

Whereas, the **CITY** desires professional engineering assistance with the two (2) projects.

Whereas, **McGill** has the personnel available with the required qualifications to provide the desired services.

WITNESSETH, that in consideration of these mutual covenants herein contained, the parties hereto agree as follows:

The **CITY** does hereby employ **McGill** to perform the desired services, and the **CITY** agrees to pay **McGill** for such services in accordance with the provisions of this **AGREEMENT**.

SECTION I – PRELIMINARY DESIGN

Upon proper written authorization, **McGill** will assist the **CITY** with locating the most desirable trail route. The preliminary design services shall be consistent with the latest edition of the Tennessee Department of Transportation (TDOT) Standard Specifications for Bridge and Roadway Construction. The scope of services for this phase of the project includes:

- a) Participate in a kick-off meeting with the City Staff, their managing consultant and TDOT local programs personnel.
- b) Provide field review of site conditions.
- c) Prepare a limited topographical and planimetric survey of the trail route.

- d) Prepare drawings from the survey suitable for use in the environmental clearance phase, as well as obtaining approval from TDOT to proceed to final design and right-of-way acquisition phases.
- e) Coordinate with all local utilities for possible conflicts.
- f) Prepare a parcel map of property owners being impacted.

TERMS OF PAYMENT FOR SECTION I

A fee schedule for the services described in Section I shall be established at the time of authorization and itemized for the Freddie Kyle Trail and Turkey Creek Greenway Trail Phase 5 projects. The authorization shall define the task being authorized as either a lump sum price or based on an hourly rate with an established "not to exceed" amount.

Payment shall be made on a monthly basis in accordance with services performed.

SECTION II – NEPA ENVIRONMENTAL ASSISTANCE

Upon proper written authorization, McGill shall assist the CITY with obtaining environmental clearance from TDOT Environmental for the project in conformance with all National Environmental Policy Act (NEPA) procedures. The scope of services for this phase of the project includes:

- a) Provide preliminary design information to each jurisdictional review agency mandated by the law in order to obtain a categorical exclusion for the project.
- b) Prepare responses to any comments by the reviewing agencies.
- c) Perform services required relative to ecological impact.

TERMS OF PAYMENT FOR SECTION II

A fee schedule for the services described in Section II shall be established at the time of authorization and itemized for the Freddie Kyle Trail and Turkey Creek Greenway Trail Phase 5 projects. The authorization shall define the task being authorized as either a lump sum price or based on an hourly rate with an established "not to exceed" amount.

Payment shall be made on a monthly basis in accordance with services performed.

SECTION III – FINAL DESIGN

Upon proper written authorization, McGill shall prepare final design documents in accordance with the TDOT Notice of Approved Final Environmental Document, Notice to Proceed with final design, and the latest edition of the TDOT Standard Specifications for Bridge and Roadway Construction. McGill shall coordinate with all local utilities within the project boundary regarding that infrastructure being located on the construction documents.

McGill shall provide the services necessary to obtain the required Design Certificate. The services include at least the following:

- a) Prepare design drawings and specifications indicating the scope, extent and character of the work to be performed and furnished by the contractor,
- b) Prepare an Opinion of Probable Cost using TDOT item numbers for review by the CITY, its legal counsel, its other advisors, and TDOT,
- c) Prepare and furnish bidding documents in accordance with TDOT requirements for review by the CITY, its legal counsel, its other advisors, and TDOT,
- d) Coordinate with all local utilities to acquire a letter of utility certification with the anticipation that this will involve the following:
 - o Submit design plans and a letter requesting utility certification to all utility stakeholders and address any concerns.
 - o Submit all utility stakeholder responses to TDOT Utility Office for approval.

TERMS OF PAYMENT FOR SECTION III

A fee schedule for the services described in Section III shall be established at the time of authorization and itemized for the Freddie Kyle Trail and Turkey Creek Greenway Trail Phase 5 projects. The authorization shall define the task being authorized as either a lump sum price or based on an hourly rate with an established "not to exceed" amount.

Payment shall be made on a monthly basis in accordance with services performed.

SECTION IV – NON-NEPA PERMITTING ASSISTANCE

Upon proper written authorization, McGill shall prepare permit documentation, as may be required for the project. Those permits are anticipated to include:

- a) General NPDES Permit for Discharges of Stormwater Associated with Construction Activities and SWPPP,
- b) Aquatic Resource Alteration Permit (ARAP), and
- c) United States Army Corps of Engineers Section 404 Permit.

TERMS OF PAYMENT FOR SECTION IV

A fee schedule for the services described in Section IV shall be established at the time of authorization and itemized for the Freddie Kyle Trail and Turkey Creek Greenway Trail Phase 5 projects. The authorization shall define the task being authorized as either a lump sum price or based on an hourly rate with an established "not to exceed" amount.

Payment shall be made on a monthly basis in accordance with services performed.

SECTION V – R.O.W. ACQUISITION ASSISTANCE

Upon proper written authorization, McGill shall provide the CITY and its agents with right-of-way acquisition support services in conformance with TDOT requirements and the Local Government Guidelines for the Management of Federal and State Funded Transportation Projects. The services include at least the following:

- a) Provide project plans and supporting documents.
- b) Provide easement surveys and documentation.
- c) Stake out property acquisition limits in the field for appraiser and property owner use.

TERMS OF PAYMENT FOR SECTION V

A fee schedule for the services described in Section V shall be established at the time of authorization and itemized for the Freddie Kyle Trail and Turkey Creek Greenway Trail Phase 5 projects. The authorization shall define the task being authorized as either a lump sum price or based on an hourly rate with an established “not to exceed” amount.

Payment shall be made on a monthly basis in accordance with services performed.

SECTION VI – SERVICES RELATIVE TO CONSTRUCTION PROJECT BIDDING

After the design phase, any work which is to be performed by construction contractors shall be bid publicly. The bidding services authorized in writing shall be mutually agreed upon by the CITY and McGill.

During the bid process McGill shall:

- d) Attend pre-bid conference(s).
- e) Render assistance in obtaining bids, respond to bidder inquiries, and assist with the preparation of addenda and clarifications.
- f) Attend the bid opening(s).
- g) Make an analysis of bids received and recommendations on award of the contract(s).
- h) Prepare documentation as required by funding agencies for award of the contract(s).
- i) Render assistance in award and assembly of the contract(s).

TERMS OF PAYMENT FOR SECTION VI

A fee schedule for the services described in Section VI shall be established at the time of authorization and itemized for the Freddie Kyle Trail and Turkey Creek Greenway Trail Phase 5 projects. The authorization shall define the task being authorized as either a lump sum price or based on an hourly rate with an established "not to exceed" amount.

Payment shall be made on a monthly basis in accordance with services performed.

SECTION VII – CONSULTING SERVICES DURING CONSTRUCTION

Upon proper authorization, McGill agrees to provide, during the construction phase, office and field services as follows:

1. WITH RESPECT TO THE GENERAL ENGINEERING SERVICES, MCGILL SHALL:

- a) Act as CITY'S representative with duties and responsibilities and limitations of authority as described in the General Conditions to the Construction Contract.
- b) Attend pre-construction meeting(s) with the CITY, their managing consultant, and the Contractor to coordinate the construction and scheduling of the Work contained within the contract documents.
- c) Advise and consult with CITY during the construction phase and McGill shall issue CITY authorized instructions to the Contractor.
- d) Make periodic visits to the site of construction to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the drawings and specifications. On the basis of its on-site observations as McGill, McGill shall endeavor to guard CITY against apparent defects and deficiencies in the permanent work constructed by the Contractor, but does not guarantee the performance of the Contractor. McGill shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the construction work. McGill is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety, precautions in connection with the construction work. McGill is not responsible for the Contractor's failure to execute the work in accordance with the construction contract.

- e) Review the Contractor's request for progress payments, and based upon said on-site observation, advise **CITY** as to **McGill's** opinion of the extent of the work completed in accordance with the terms of the construction contract as of the date of the contractor's payment request and issue, for processing by **CITY**, a Certificate for Payment in the amount owed the Contractor. The issuance of Certificates for Payment shall constitute a declaration by **McGill** to **CITY**, based upon said on-site observations, review of the data accompanying the request for payment, that the contractor's work has progressed to the point indicated; that to the best of **McGill's** knowledge, information and belief, the quality of the Contractor's work is in accordance with the construction contract documents (subject to subsequent tests and review required by the construction contract documents, to correction of minor deviations from the construction contract documents and to qualifications stated in the Certificate for Payments); and the Contractor is entitled to the amount stated. The issuing of the Certificate for Payment by **McGill** shall not represent that they have made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- f) Make recommendations to **CITY** on all claims relating to the execution and progress of the construction work. **McGill** decisions in matters relating to **McGill's** design shall be final.
- g) Notify **CITY** of permanent work which does not conform to the result required in the construction contract documents, prepare a written report describing any apparent non-conforming permanent work and make recommendations to **CITY** for its correction and, at the request of **CITY**, have recommendations implemented by the Contractor.
- h) Review shop drawings, samples, and other submittals of the contractor only for general conformance to the design concept of the **PROJECT** and for general compliance with the Construction Contract.
- i) Prepare change orders for **CITY'S** approval.
- j) Assist the **CITY** with the preparation of reimbursement requests to be sent to the funding agencies.
- k) Conduct a construction progress review related to the Contractor's date of completion, receive written guarantees and related data assembled by the Contractor; and issue to **CITY** a Certificate of Final Payment.
- l) **McGill** shall not be responsible for the defects or omissions in the work result of the contractor, or any subcontractor, or any of the

contractor's or subcontractor's employees, or that of any other persons or entities responsible for performing any of the work result as contained in the construction contract documents.

2. WITH RESPECT TO PROVIDING RESIDENT PROJECT REPRESENTATION, MCGILL SHALL:

- a) Provide one or more Resident Project Representatives (RPR) to assist McGill in order to render more extensive representation at the project site during the construction phase. The extent of the RPR site presence to be provided will be determined at the time of authorization.
- b) McGill shall furnish a RPR, assistants, and other field staff to assist in observing performance of the work of Contractor(s). Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistances, McGill shall endeavor to provide further protection for the CITY against defects and efficiencies in the work of the contractor; but, the furnishing of such services will not make McGill responsible for or give McGill control over constructions means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents.

3. WITH RESPECT TO PROVIDING PROJECT RECORD DRAWINGS:

- a) Upon proper written authorization, McGill shall prepare project record documents for the CITY'S use. The record documents shall be stamped by an engineer certifying their accuracy.

TERMS OF PAYMENT FOR SECTION VII

A fee schedule for the services described in Section VII shall be established at the time of authorization and itemized for the Freddie Kyle Trail and Turkey Creek Greenway Trail Phase 5 projects. The authorization shall define the task being authorized as either a lump sum price or based on an hourly rate with an established "not to exceed" amount.

Payment shall be made on a monthly basis in accordance with services performed.

SECTION VIII - RESPONSIBILITIES OF THE CITY

The **CITY'S** responsibilities will include, but not necessarily be limited to the following:

- A. Guarantee access to and make all provisions for **McGill** to enter upon public and private property as required for **McGill** to perform their services under this **AGREEMENT**. However, **McGill** shall give adequate notice to the **CITY** of need for access.
- B. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by **McGill** and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **McGill**.
- C. **McGill** is only providing Engineering, Management and planning related services; therefore, the **CITY** shall provide such legal, accounting and insurance counseling services as may be required.
- D. Designate in writing a person to act as the **CITY'S** representative with respect to the services to be performed under this **AGREEMENT**; and such person shall have complete authority to transmit instructions, receive information, interpret and define **CITY'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by the **AGREEMENT**.
- E. Give prompt written notice to **McGill** whenever the **CITY** observed or otherwise becomes aware of any defect in the services of **McGill**.
- F. Bear all costs incident to compliance with the requirements of this section.

SECTION IX - SPECIAL PROVISIONS

The closest collaboration and cooperation will be maintained by **McGill** with representatives of various state and federal authorities and agencies. **CITY** will be entitled at all times to be advised at its request as to the status of the services performed by **McGill**.

McGill shall, at its own expense, procure and maintain throughout the term of this Agreement the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. Comprehensive General Liability:

Bodily Injury	\$300,000	each occurrence
	\$700,000	aggregate
Property Damage	\$100,000	each occurrence
Or	\$1,000,000	combined single limit

B. Workers' Compensation and Employer's Liability:

Such workers' compensation and employer's liability insurance shall be in the minimum amounts required by Tennessee law.

C. Comprehensive Automobile Liability (Including all owned, non-owned, and hired vehicles):

Bodily Injury	\$300,000	each occurrence
	\$700,000	aggregate
Property Damage	\$100,000	each occurrence
Or	\$1,000,000	combined single limit

D. Professional Liability \$1,000,000 each claim/annual aggregate. Such professional liability insurance shall cover those sources of liability arising out of the rendering or failure to render services required under this Agreement.

McGill shall not commence activities until the required insurance is in force and evidence of insurance has been provided to the **CITY**. A certificate of insurance shall be satisfactory evidence of insurance. **McGill** shall provide the **CITY** with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. **McGill** shall provide at last thirty (30) days prior written notice of cancellation, expirations, terminations, and alterations of the insurance policies.

Neither approval nor failure to disapprove insurance furnished by **McGill** shall relieve **McGill** from responsibility to provide insurance as required by this Agreement.

The **CITY** shall retain the right to extend **McGill's** services' outlined herein, in terms of either preliminary or final plan preparation, to cover other Engineering work which may be required from time to time, provided, however, that such additional services shall not conflict with, or do violence to, any other Engineering **AGREEMENT** in the event such exists.

SECTION X - REUSE OF DOCUMENTS

All documents including drawings and specifications prepared by McGill pursuant to this AGREEMENT are property of the CITY. Any reuse without written verification or adaptation by McGill for the specific purpose intended will be at the CITY'S sole risk.

SECTION XI - STANDARD OF CARE

McGill shall perform for or furnish to CITY professional services to which this AGREEMENT applies. McGill shall provide professional consultation and advice with respect thereto. McGill may employ such Consultants as McGill deems necessary to assist in the performance or furnishing of professional related services hereunder. McGill shall not employ any McGill Consultant unacceptable to CITY.

The standard of care for all professional Engineering and related services performed or furnished by McGill under this AGREEMENT will be the care and skill ordinarily used by members of the Engineering profession practicing under similar conditions at the same time and in the same locality. McGill makes no warranties, express or implied, under this AGREEMENT or otherwise, in connection with McGill's services.

SECTION XII - AUTHORIZATIONS

Authorizations for McGill to render any or all of the various types, kinds or classes of services herein shall be given to McGill in writing, by the CITY, and unless such authorization, in writing, is received, McGill shall not be entitled to submit invoices for such services.

SECTION XIII - TERMINATION OF AGREEMENT

It is agreed by and between each of the parties hereto, respectively, that each of the parties hereto shall have, and there is hereby reserved to such parties and each of them the absolute right to cancel and annul this AGREEMENT at any time upon twenty-one (21) days written notice to the other party.

SECTION XIV - ANTI-DISCRIMINATION

McGill shall not discriminate against any person seeking employment because of age, sex, sexual orientation, disability, religion, race, creed, color, national origin, or other protected status. The CITY encourages the utilization of minority and women-owned businesses in its contracting and subcontracting and McGill is encouraged to actively solicit the participation of these businesses.

SECTION XV- SUCCESSORS AND ASSIGNMENTS

The CITY and McGill each bind themselves, their successors and assigns to all covenants of this AGREEMENT. None of the parties hereto shall assign, sublet or transfer its interest in this AGREEMENT without the written consent of all other parties hereto.

IN WITNESSETH WHEREOF, the CITY has caused this instrument to be executed on its behalf by the proper officer of the CITY OF MORRISTOWN, whose signature is hereunto affixed, and McGill has caused this instrument to be executed in its name by its duly authorized officer's signature affixed and attested by witnesses whose names are subscribed opposite each respective signature.

CITY OF MORRISTOWN

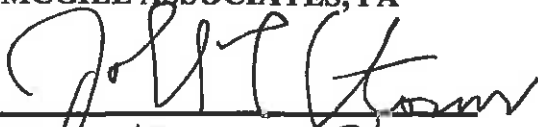
ATTEST _____

BY:

MCGILL ASSOCIATES, PA

ATTEST _____

BY:


Joel L. Storrow
President



August 12, 2015

Paul Brown
City of Morristown
Department of Public Works
400 Dice Street
Morristown, TN 37813

RE: Freddie Kyle Trail and Turkey Creek Greenway
Trail Phase 5
Engineering Services Proposal – Preliminary
Design and NEPA Environmental Assistance
Morristown, TN

Dear Mr. Brown,

McGill Associates, P.A., is pleased to present this proposal for *Preliminary Design* and *NEPA Environmental Assistance* in connection with the Freddie Kyle Trail and the Turkey Creek Greenway Trail Phase 5. The scope of work to be included in each of these tasks is outlined in Sections I and II of our Agreement for professional engineering services related to these two projects and will be accomplished in conformance with TDOT requirements and the Local Government Guidelines for the Management of Federal and State Funded Transportation Projects.

Based on our understanding of these two projects, McGill Associates proposes to accomplish the above noted Scope of Work for the following lump sum fees:

Preliminary Design

➤ Freddie Kyle Trail	\$ 27,700
➤ Turkey Creek Greenway Trail Phase 5	\$ 45,300

NEPA Environmental Assistance

➤ Freddie Kyle Trail	\$ 8,000
➤ Turkey Creek Greenway Trail Phase 5	\$ 12,000

Our fees include direct expenses such as printing, reproduction, postage, deliveries, travel, CAD expenses, and word processing. Any permitting fees for the project are not included and must be paid by others. We will assign staff to this project to achieve completion in the shortest time possible. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation and completion date.

E n g i n e e r i n g • P l a n n i n g • F i n a n c e

McGill Associates, P.A. • 2240 Sutherland Avenue, Suite 2, Knoxville, TN 37919

865-540-0801 • Fax 865-595-4999

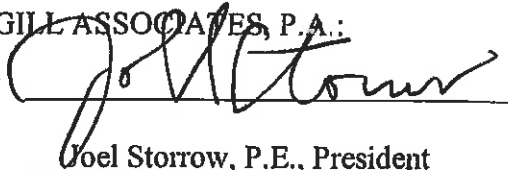
[Return to Agenda](#)

This proposal, in conjunction with the aforementioned Agreement, represents the entire understanding between our firm and the City with respect to this project and may only be modified in writing, signed by both parties. If you find this scope and fee acceptable, please indicate acceptance by signing and returning one copy for our files. Thank you for this opportunity to serve you on this important project.

Sincerely,
McGILL ASSOCIATES, P.A.



JOHN (JAKE) GREEAR, P.E.
Project Manager

ACCEPTED	
CLIENT:	McGILL ASSOCIATES, P.A.:
BY: _____ (Signature)	BY:  Joel Storrow, P.E., President
_____ (Print Name Title)	
Date: _____	Date: <u>August 12, 2015</u>



August 12, 2015

Paul Brown
City of Morristown
Department of Public Works
400 Dice Street
Morristown, TN 37813

RE: Freddie Kyle Trail and Turkey Creek Greenway
Trail Phase 5
Engineering Services Proposal – Preliminary
Design and NEPA Environmental Assistance
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E n g i n e e r i n g • P l a n n i n g • F i n a n c e

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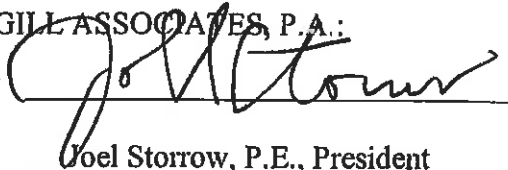
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Sincerely,
McGILL ASSOCIATES, P.A.



JOHN (JAKE) GREEAR, P.E.
Project Manager

ACCEPTED	
CLIENT:	McGILL ASSOCIATES, P.A.:
BY: _____ (Signature)	BY:  Joel Storrow, P.E., President
_____ (Print Name Title)	
Date: _____	Date: <u>August 12, 2015</u>



Morristown City Council Agenda Item Summary

Date: August 18, 2015

Agenda Item:

Prepared by: Larry Clark

Subject: ESRI maintenance agreement

Background / History: In June Council approved the maintenance agreement with ESRI for GIS software. After approval we were notified the cost listed was incorrect.

Findings / Current Activity: The amount that was paid last year was confirmed with the current amount billed. The difference is \$5,000.00.

Financial Impact: Funds are budgeted

Action options / Recommendations: Approval of additional amount.

☐

Attachments:



ADDENDUM TO AGREEMENT

This Addendum is made between Tyler Technologies, Inc., with offices at 5519 53rd Street, Lubbock, Texas 79414 ("Tyler") and the City of Morristown, TN with offices at 100 West First Street, Morristown, Tennessee 37816 ("Client"). It is effective as of the date of signature of the last party to sign ("Effective Date").

WHEREAS, Client and Tyler are parties to the contract numbered 2014-0233 dated October 10, 2014 (the "Agreement") governing Client's license to the software and services ("Software") described therein; and

WHEREAS, Client and Tyler now wish to enable the CrimeMapping functionality as described in the Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Addendum, Tyler and Client agree as follows:

1. The Crimemapping.com Hosting Agreement attached hereto as Exhibit A, is added to the Agreement and incorporated for all purposes.
2. Tyler is making available to you the CrimeMapping functionality. The terms of use for this functionality are as set forth in Exhibit A.
3. Client acknowledges that the Crimemapping.com Hosting Agreement, once signed and returned, will constitute an agreement with a third party, and that Tyler is not the provider of the products and services described therein. Tyler does not warrant or guarantee the performance of these products or services.
4. All terms and conditions of the Agreement shall remain in full force and effect, and govern this Addendum.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date(s) set forth below.

Tyler Technologies, Inc.
Local Government Division

City of Morristown, TN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Investment Summary
Pavel Plasencia
Morristown Police Department
July 31, 2015



Investment Breakdown

Proposal Valid for 120 days

Software	Investment	Annual Fees
License Fees (Existing Customer)	-	6,445
	-	6,445
Project Total		6,445

Tyler will invoice Client for the License Fees listed above upon delivery of the software.

All payment terms are net thirty (30) days

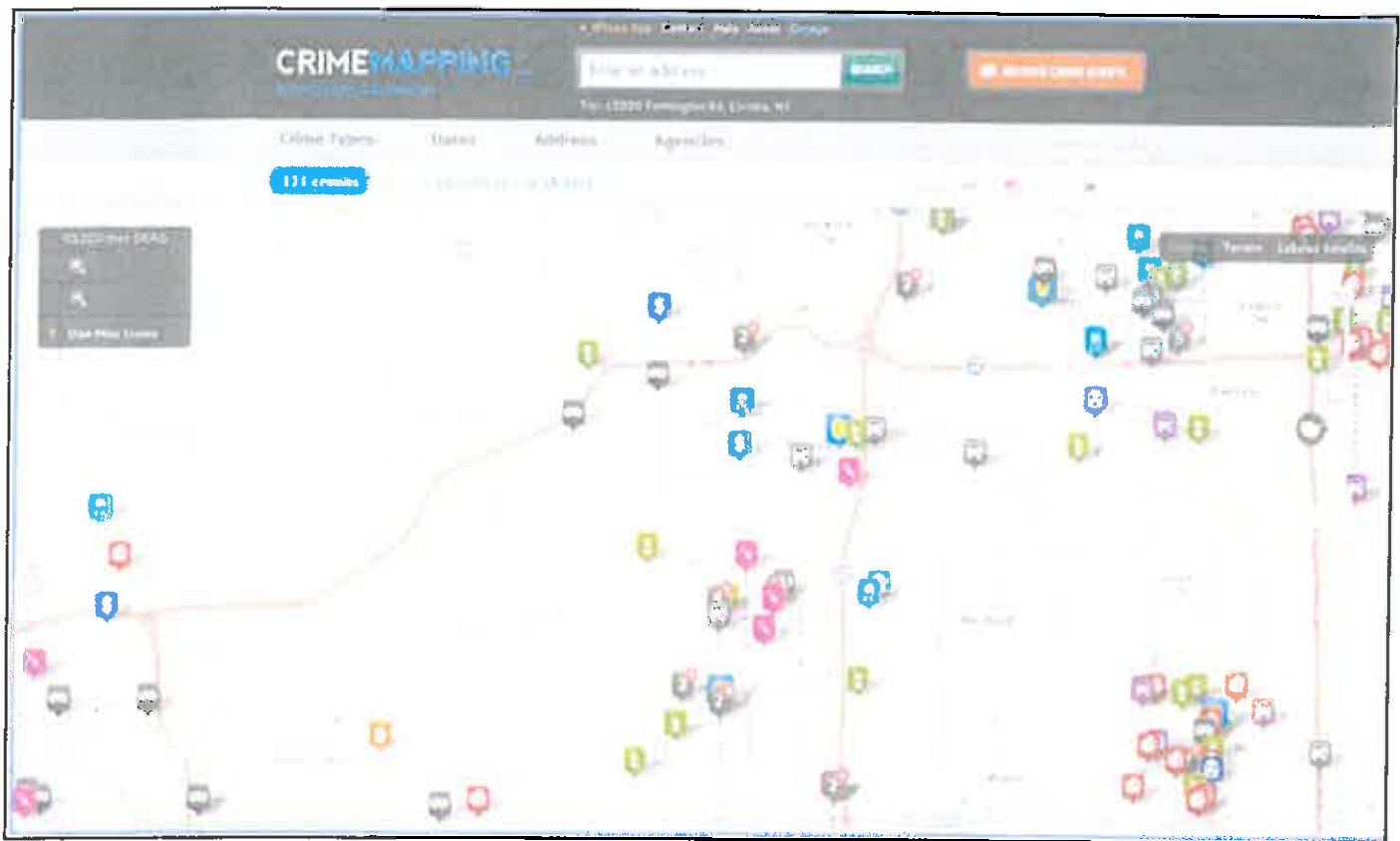
Software Licenses
Pavel Plasencia
Morristown Police Department
July 31, 2015



Application Software	QTY	Hours	Estimated Services	License Fee	Estimated Services	Annual Maintenance
Public Safety Suite						6,445
Dashboard and Crime Mapping						
Dashboard and CrimeMapping						6,445
Incode Application Subtotal						6,445
Application and System Software Total						6,445

Note: Public Safety On-Site Services are based on a 8 a.m. to 6 p.m. day.

Crimemapping.com Hosting Agreement



NON-DISCLOSURE

This document has been prepared by the sales division of The Omega Group and is a confidential document that contains ideas, concepts, methods and other proprietary information. Readers are to treat the information contained herein as confidential and may not copy or reproduce any of these materials for distribution outside of their organization without the written permission of The Omega Group.

Hosting Agreement

This Hosting Agreement ("Agreement") is entered into this _____ day of April 2015, to be ("Effective Date"), by and between the City of Morristown ("Client"), with its principal place of business located at 100 West First Street, Morristown, TN 37816 and **Advanced Public Safety (The Omega Group)** ("Omega"), with its principal place of business located at 5160 Carroll Canyon Road, San Diego, CA 92121.

1. Services

Omega shall retain the right to perform work for others during the terms of this Agreement.

- 1.1 Purpose. This Agreement sets forth the terms and conditions under which Omega agrees to host Software and provide all other services, data import / export, monitoring, support, backup, technology upgrades, and training necessary for Customer's productive use of such software (the "Services"), as further set forth in the proposal. This Agreement and the proposal shall remain in effect unless terminated as provided herein.
- 1.2 Omega is responsible for storing a backup of the Customer's data no less than daily and for an orderly and timely recovery of its data in the event that the service may be interrupted. Omega will not be responsible for the Customer's data lost after the most current backup and before the next scheduled backup. Omega is responsible for establishing and maintaining an information security environment that does the following: (i) ensures the security and confidentiality of the Customer's data; (ii) protects against any anticipated threats or hazards to the security or integrity of the Customer's data; (iii) protects against unauthorized access to or use of the customer's data; and (iv) ensures the proper disposal of the Customer's data
- 1.3 Control of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Omega, giving due consideration to the requests of Customer.

2. Term and Termination.

- 2.1 Term. Unless this Agreement is terminated earlier in accordance with the terms set forth in this Section, the term of the proposal (the "Initial Term") shall commence on (the "Effective Date") and continue for 12 months thereafter. Following the Initial Term, the proposal shall automatically renew for successive one year terms (each, a "Renewal Term") until such time as Customer provides Omega with written notice of termination; provided, however, that: (a) such notice be given no fewer than sixty (60) calendar days prior to the last day of the then current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. "Term" shall collectively mean and include the Agreement terms represented by the Initial Term and the Renewal Term. "Effective Date" shall mean the date that is 30 days following the posting of data to the staging site.

- 2.2 Termination for Cause. If either party materially breaches any of its duties or obligations hereunder, and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, then the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.
- 2.3 Return of Materials. Upon expiration or earlier termination of this Agreement, each party shall: (a) promptly return to the other party, or certify the destruction of any of the following of the other party held in connection with the performance of this Agreement or the Services: (i) all Confidential Information; and, (ii) any other data, programs, and materials; and, (b) return to the other party, or permit the other party to remove, any properties of the other party then situated on such party's premises. In the case of Customer Data, Omega shall, immediately upon termination of this Agreement, certify the destruction of any Customer Data within the possession of Omega. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner. This Section shall survive the termination of this Agreement.
3. **Non-Disclosure of Confidential Information**
- The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.
- 3.1 Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning.
4. **Proprietary Rights.**
- 4.1 Pre-existing Materials. Customer acknowledges that, in the course of performing the Services, Omega may use software and related processes, instructions, methods, and techniques that have been previously developed by Omega (collectively, the "Pre-existing Materials") and that same shall remain the sole and exclusive property of Omega.
- 4.2 The content posted at CrimeMapping.com is proprietary and outside parties are not authorized to "scrape" data from the site without permission from Omega and the agencies being served.
- 4.3 The provisions of this Section shall survive the termination of this Agreement.

5. **Disclaimer of Warranties**

Except as expressly provided herein, The Omega Group, and its owners, employees, affiliates, agents, vendors, and the like, make no warranty connection with The Omega Group hardware or services, whether written or oral, statutory, express or implied, including without limitation the warranties of title, non-infringement, merchantability, and fitness for a particular purpose.

6. **General Provisions.**

- 6.1 **Governing Law.** This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Tennessee as they apply to a contract executed, delivered, and performed solely in such State.
- 6.2 **Remedies.** All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.
- 6.3 **Entire Agreement of the Parties.** This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Omega for Customer and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.
- 6.4 **Severability.** If any of the provisions of this Agreement are ruled illegal, invalid or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, they shall, to that extent, be deemed omitted, and the remainder of this Agreement shall continue to be in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 6.5 **Headings.** The section headings used herein are for reference only, and shall not limit or control any term or provision of this Agreement or the interpretation or construction hereof.

7. **CrimeMapping.com Data Release**

Morristown PD, TN (the "Client") is giving permission to The Omega Group and Tyler Technologies to release their non-sensitive, reported offense data for the purpose of publishing it to the public at large via the CrimeMapping.com website. The representative of the Client listed on this document must have the authority to release such data for this purpose and has signed below

acknowledging the non-sensitive nature of the data and its ability to be publically released by The Omega Group and Tyler Technologies.

8. **CrimeView Dashboard Hosting Release**

Morristown PD, TN (the "Client") is giving permission to The Omega Group and Tyler Technologies to collect, transmit, and store its internal law enforcement data as described in the scope of the CrimeView Dashboard project contract for the purpose of providing the aforementioned cloud-based software to the Client for internal use only by the agency. This data may contain sensitive or otherwise personally identifiable information. The representative of the Client listed on this document must have the authority to grant permission for the collection, transmission and storage of this data for this purpose, and thus authorizes The Omega Group and Tyler Technologies to release this data for use within the Client's CrimeView Dashboard application.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

**Advanced Public Safety,
San Diego, CA**

Milan Mueller
Director of Sales and Marketing

Date

**City of Morristown
Morristown, TN**

Name

Date

Title

From the Desk of

Debbie Stamey

City Clerk/Executive Secretary
(423) 585-4603 Fax (423) 585-2792
e-mail dstamey@mymorristown.com

TO: Mayor and City Council

RE: APPOINTMENT OF BOARD/COMMISSION MEMBER

DATE: August 14, 2015

The following Board/Commission Member's term will expire on August 15, 2015. This is a City Council appointment, or re-appointment, scheduled for the August 18, 2015 City Council meeting.

Housing Board of Adjustments & Appeals

Term(s) expiring: John Allen
Robert Russell
Larry Reneau

These appointment are for a three year term that will expire on August 18, 2018. All members listed above have been contacted by City Staff and are willing to serve another term.

From the Desk of

Debbie Stamey

City Clerk/Executive Secretary
(423) 585-4603 Fax (423) 585-2792
e-mail dstamey@mymorristown.com

TO: Mayor and City Council

RE: APPOINTMENT OF BOARD/COMMISSION MEMBER

DATE: August 14, 2015

The following Board/Commission Members term will expire August 31, 2015.
This is a City Council appointment, or re-appointment, scheduled for the August 18, 2015 City Council meeting.

Municipal Airport Commission

Term expiring: Steve Henrikson

This appointment is for a five year term that will expire on August 31, 2020. Mr. Henrikson has been contacted and is willing to serve another term.

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

1. Public Entity: Name: <u>Morristown Utilities Commission</u> Address: <u>441 W. MAIN ST</u> <u>Morristown, TN 37814</u> Debt Issue Name: <u>EMC Storage System</u> <small>If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.</small>															
2. Face Amount: \$ <u>195,436.67</u> Premium/Discount: \$ _____															
3. Interest Cost: <u>NA</u> % <input type="checkbox"/> Tax-exempt <input type="checkbox"/> Taxable <input type="checkbox"/> TIC <input type="checkbox"/> NIC <input type="checkbox"/> Variable: Index _____ plus _____ basis points; or <input type="checkbox"/> Variable: Remarketing Agent _____ <input type="checkbox"/> Other: <u>LEASE - NO INTEREST</u>															
4. Debt Obligation: <input type="checkbox"/> TRAN <input type="checkbox"/> RAN <input type="checkbox"/> CON <input type="checkbox"/> BAN <input type="checkbox"/> CRAN <input type="checkbox"/> GAN <input type="checkbox"/> Bond <input type="checkbox"/> Loan Agreement <input checked="" type="checkbox"/> Capital Lease <small>If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").</small>															
5. Ratings: <input checked="" type="checkbox"/> Unrated Moody's _____ Standard & Poor's _____ Fitch _____															
6. Purpose: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 10%;"></th> <th style="width: 50%; text-align: center; background-color: #f0f0f0;">BRIEF DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> General Government</td> <td>_____ %</td> <td rowspan="5" style="vertical-align: top; padding: 5px;"><u>DATA STORAGE hardware / software</u></td> </tr> <tr> <td><input type="checkbox"/> Education</td> <td>_____ %</td> </tr> <tr> <td><input checked="" type="checkbox"/> Utilities</td> <td><u>100</u> %</td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td>_____ %</td> </tr> <tr> <td><input type="checkbox"/> Refunding/Renewal</td> <td>_____ %</td> </tr> </tbody> </table>				BRIEF DESCRIPTION	<input type="checkbox"/> General Government	_____ %	<u>DATA STORAGE hardware / software</u>	<input type="checkbox"/> Education	_____ %	<input checked="" type="checkbox"/> Utilities	<u>100</u> %	<input type="checkbox"/> Other	_____ %	<input type="checkbox"/> Refunding/Renewal	_____ %
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<input type="checkbox"/> Other	_____ %														
<input type="checkbox"/> Refunding/Renewal	_____ %														
7. Security: <input type="checkbox"/> General Obligation <input type="checkbox"/> General Obligation + Revenue/Tax <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Tax Increment Financing (TIF) <input type="checkbox"/> Annual Appropriation (Capital Lease Only) <input type="checkbox"/> Other (Describe): _____															
8. Type of Sale: <input type="checkbox"/> Competitive Public Sale <input type="checkbox"/> Interfund Loan <u>N/A</u> <input type="checkbox"/> Negotiated Sale <input type="checkbox"/> Loan Program _____ <input type="checkbox"/> Informal Bid _____															
9. Date: Dated Date: _____ Issue/Closing Date: _____															

10. Maturity Dates, Amounts and Interest Rates *:

[illegible]

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

11. Cost of Issuance and Professionals:

Financial Advisor Fees
Legal Fees
Bond Counsel
Issuer's Counsel
Trustee's Counsel
Bank Counsel
Disclosure Counsel

Paying Agent Fees
Registrar Fees
Trustee Fees
Remarketing Agent Fees
Liquidity Fees
Rating Agency Fees
Credit Enhancement Fees
Bank Closing Costs
Underwriter's Discount _____ %
Take Down
Management Fee
Risk Premium
Underwriter's Counsel
Other expenses

Printing and Advertising Fees
Issuer/Administrator Program Fees
Real Estate Fees
Sponsorship/Referral Fee
Other Costs

TOTAL COSTS

AMOUNT
(Round to nearest \$)

FIRM NAME

[illegible]

\$ 0

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)**12. Recurring Costs:**☒ No Recurring Costs

Remarketing Agent _____

Paying Agent / Registrar _____

Trustee _____

Liquidity / Credit Enhancement _____

Escrow Agent _____

Sponsorship / Program / Admin _____

Other _____

AMOUNT
(Basis points)

FIRM NAME
(If different from #11)
13. Disclosure Document / Official Statement:☒ None Prepared☐ EMMA link _____☐ Copy attached _____

or

14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt?

☐ Yes☒ No

Is there a continuing disclosure obligation agreement related to this debt?

☐ Yes☒ No

If yes to either question, date that disclosure is due _____

Name and title of person responsible for compliance _____

15. Written Debt Management Policy:

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

12/23/2011

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes☐ No**16. Written Derivative Management Policy:**☒ No derivative

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

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes☐ No**17. Submission of Report:**

To the Governing Body:

on _____

and presented at public meeting held on _____

Copy to Director to OSF:

on _____

either by:

☐ Mail to:

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

OR

☒ Email to:StateAndLocalFinance.PublicDebtForm@cot.tn.gov**18. Signatures:**

AUTHORIZED REPRESENTATIVE

PREPARER

Name

Title

Firm

Email

Date

C. H. Rucker

Asst. Gen. Mgr. / CFO

crucker@msfiber.net

8/10/15

SAME

Compound Period: Monthly

Nominal Annual Rate: 0.000 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	05/07/2015	195,436.67	1		
2	Payment	07/15/2015	16,286.39	12	Quarterly	04/15/2018

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	05/07/2015				195,436.67
1	07/15/2015	16,286.39	0.00	16,286.39	179,150.28
2	10/15/2015	16,286.39	0.00	16,286.39	162,863.89
2015 Totals		32,572.78	0.00	32,572.78	
3	01/15/2016	16,286.39	0.00	16,286.39	146,577.50
4	04/15/2016	16,286.39	0.00	16,286.39	130,291.11
5	07/15/2016	16,286.39	0.00	16,286.39	114,004.72
6	10/15/2016	16,286.39	0.00	16,286.39	97,718.33
2016 Totals		65,145.56	0.00	65,145.56	
7	01/15/2017	16,286.39	0.00	16,286.39	81,431.94

8	04/15/2017	16,286.39	0.00	16,286.39	65,145.55
9	07/15/2017	16,286.39	0.00	16,286.39	48,859.16
10	10/15/2017	16,286.39	0.00	16,286.39	32,572.77
2017 Totals		65,145.56	0.00	65,145.56	
11	01/15/2018	16,286.39	0.00	16,286.39	16,286.38
12	04/15/2018	16,286.39	0.01	16,286.38	0.00
2018 Totals		32,572.78	0.01	32,572.77	
Grand Totals		195,436.68	0.01	195,436.67	

Last interest amount increased by 0.01 due to rounding.

Executive Summary

Morristown Utilities Commission

Debt Policy

The purpose of the policy is to assist MUS management and Commissioners in planning, issuing and managing debt.

General Guidelines

- Debt issuances will be presented to the Board and the City Council of Morristown prior to entering into any debt obligation.
- All legal and posting guidelines will be followed and all costs shall be clearly presented and disclosed.
- The terms and service schedule shall be clearly presented and disclosed.
- Long term debt will not be used for operations.
- The maturity of debt will not be more than the useful life of the assets acquired with said debt.
- The Commission will seek to limit outstanding debt to a leverage ratio of 55% where: $\text{Leverage Ratio} = (\text{Net Plant less Long Term Debt}) / \text{Net Plant}$.

Forms of debt

- The Commission is authorized to issue fixed and variable rate debt.
- The Commission is authorized to issue Revenue Bonds.
- The Commission will NOT use derivatives or other high risk debt structures.
- Outstanding debt will be reviewed from time to time for refinancing opportunities.

Professional services

- Commission will enter into an engagement letter with each lawyer or firm representing the Commission in debt transactions.
- The Commission may enter into an agreement with a financial advisor with the understanding this advisor may not bid on, place or underwrite an issue.
- The Commission may hire an underwriter with the understanding the underwriter must identify him/herself as a purchaser of securities .
- Professionals involved in debt transactions for The Commission must identify any conflicts of interest associated with the transaction.

Morristown Utilities Commission Debt Management Policy

The purpose of this debt policy is to establish a set of parameters by which debt obligations will be undertaken by the Morristown Utilities Commission (the "Commission"). This policy reinforces the commitment of the Commission and its officials to manage the financial affairs of the Commission so as to minimize risks, avoid conflicts of interest and ensure transparency while still meeting the capital needs of the Commission. A debt management policy informs the public and the rating agencies that the Commission is using a disciplined and defined approach to financing capital needs and complies with the requirements of the State of Tennessee regarding the adoption of a debt management policy.

The purpose of this policy is to assist decision makers in planning, issuing and managing debt obligations by providing clear direction as to the steps, substance and outcomes desired. In addition, greater stability over the long-term will be generated by the use of consistent guidelines in issuing debt.

Definition of Debt: Debt shall mean all obligations of the Commission to repay, with or without interest, in installments and/or at a later date, some amount of money utilized for the purchase, construction, or operation of Commission resources. This includes but is not limited to notes, bond issues, capital leases, and loans of any type whether from an outside source such as a bank or from another internal fund.

Approval of Debt: Bond anticipation notes, capital outlay notes, grant anticipation notes, and revenue anticipation notes will be submitted to the Board of Commissioner's (the "Board") and/or the State of Tennessee Comptroller's Office and the City of Morristown prior to issuance or entering into the obligation. A plan for refunding debt issues will also be submitted to the Comptroller's Office prior to issuance. Capital or equipment leases may be entered into by the Commission; however, details on the lease agreement will be forwarded to the City of Morristown on the specified form within 45 days.

Transparency:

- The Commission shall comply with legal requirements for notice and for public meetings related to debt issuance. This includes, but is not limited to, the Comptroller's Guide for Debt Issuance.
- All notices shall be posted in the customary and required posting locations, including as required, local newspapers, bulletin boards and websites.
- All costs (including principal, interest, issuance, continuing, and one-time) shall be clearly presented and disclosed to the citizens, the Commission, and other stakeholders in a timely manner.

- The terms, including the duration of each debt issue shall be clearly presented and disclosed to the citizens/members, the Commission, and other stakeholders in a timely manner.
- A debt service schedule outlining the rate of retirement for the principal amount shall be clearly presented and disclosed to the citizens/members, the Board, and other stakeholders in a timely manner.

Role of Debt:

- Long-term debt shall not be used to finance current operations. Long-term debt may be used for capital purchases or construction identified through the capital improvement plan or approved by the Board. Short-term debt may be used for certain projects and equipment financing as well as for operational borrowing; however, the Commission will minimize the use of short-term cash flow borrowings by maintaining adequate working capital and close budget management.
- In accordance with Generally Accepted Accounting Principles and state law,
 1. The maturity of the underlying debt will not be more than the useful life of the assets purchased or built with the debt, not to exceed 30 years; however, an exception may be made with respect to federally sponsored loans, provided such an exception is consistent with law and accepted practices.
 2. Debt issued for operating expenses must be repaid within the same fiscal year of issuance or incurrence.

Types and Limits of Debt:

- The Commission will seek to limit total outstanding debt obligations to a leverage ratio of approximately 55%, as calculated by the following formula.

$$\text{Leverage ratio} = (\text{Net Plant less Long-Term Debt}) / \text{Net Plant}$$

- The limitation on total outstanding debt must be reviewed prior to the issuance of any new debt.
- The Commission's total outstanding debt obligation will be monitored and reported to the Board by the Chief Financial Officer. The Chief Financial Officer shall monitor the maturities and terms and conditions of all obligations to ensure compliance. The Chief Financial Officer shall also report to the Board any matter that adversely affects the credit or financial integrity of the Commission. The Board will communicate any issues deemed necessary to the City of Morristown.
- The Commission has issued fixed rate and variable rate debt, and is authorized to request the issuance of General Obligation Bonds, loans, notes, and other forms of debt allowed by law.
- The Commission is authorized to issue Revenue Bonds.

- The Commission will seek to structure debt with level or declining debt service payments over the life of each individual bond issue or loan. The structure will be determined by consultation with the Board, Chief Executive Office, Chief Financial Officer and a Financial Advisor if applicable.
- As a rule, the Commission will not backload, use “wrap-around” techniques, balloon payments or other high risk formats to pursue *the financing* of projects. When refunding opportunities, natural disasters, other non-general fund revenues, or other external factors occur, the Commission may utilize non-level debt methods. However, the use of such methods must be thoroughly discussed with the Board to determine such use is justified and in the best interest of the Commission.
- The Commission may use capital leases to finance short-term projects.

Use of Variable Rate Debt:

- The Commission recognizes the value of variable rate debt obligations and that there may be significant benefits in using these instruments in the financing of needed infrastructure and capital improvements.
- However, the Commission also recognizes there are inherent risks associated with the use of variable rate debt and will implement steps to mitigate these risks; including:
 1. Annually including in its budget an interest rate assumption for any outstanding variable rate debt. Fluctuations affecting the rate of interest shall be taken into consideration.
 2. Prior to entering into any variable rate debt obligation that is backed by insurance and secured by a liquidity provider, the Commission shall be informed of the potential effect on rates as well as any additional costs that might be incurred should the insurer default.
 3. Prior to entering into any variable rate debt obligation that is backed by a letter of credit provider, the Commission shall be informed of the potential effect on rates as well as any additional costs that might be incurred should the issuer of the letter of credit default.
 4. Prior to entering into any variable rate debt obligation, the Commission will be informed of any terms, conditions, fees, or other costs associated with the prepayment of variable rate debt obligations.
 5. The Commission shall consult with persons familiar with the arbitrage rules to determine applicability, legal responsibility, and potential consequences associated with any variable rate debt obligation.

Use of Derivatives:

- The Commission chooses not to use derivative or other high risk financial structures in the management of the Commission’s debt portfolio.
- Prior to any reversal of this provision:

1. A written management report outlining the potential benefits and consequences of utilizing these structures must be submitted to the Board; and
2. The Board must adopt a specific amendment to this policy concerning the use of derivatives or interest rate agreements that complies with the State Funding Board Guidelines.

Costs of Debt:

- All costs associated with the initial issuance or incurrence of debt, management and repayment of debt (including interest, principal, and fees or charges) shall be disclosed prior to action by the Board in accordance with the notice requirements stated above.
- In cases of variable interest or non-specified costs, detailed explanation of the assumptions shall be provided along with the complete estimate of total costs anticipated to be incurred as part of the debt issue.
- Costs related to the repayment of debt, including liabilities for future years, shall be provided in context of the annual budgets from which such payments will be funded

Refinancing Outstanding Debt:

- The Commission will refund debt when it is in the best financial interest of the Commission to do so. The Chief Financial Officer shall be responsible for analyzing outstanding bond issues for refunding opportunities. The decision to refinance must be explicitly approved by the Board, and/or The City Of Morristown. All plans for current or advance refunding of debt must be in compliance with state laws and regulations.
- The Chief Financial Officer will consider the following issues when analyzing possible refunding opportunities:
 1. Onerous Restrictions – Debt may be refinanced to eliminate onerous or restrictive covenants contained in existing debt documents, or to take advantage of changing financial conditions or interest rates.
 2. Restructuring for Economic Purposes – The Commission will refund debt when it is in the best financial interest of the Commission to do so. Such refunding may include restructuring to meet unanticipated revenue expectations, achieve cost savings, mitigate irregular debt service payments, or to release reserve funds. Current refunding opportunities may be considered by the Chief Financial Officer if the refunding generates positive present value savings, and the Chief Financial Officer must establish a minimum present value savings threshold for any refinancing.

3. Term of Refunding Issues – The Commission will refund bonds within the term of the originally issued debt. However, the Chief Financial Officer may consider maturity extension, when necessary to achieve a desired outcome, provided such extension is legally permissible. The Chief Financial Officer may also consider shortening the term of the originally issued debt to realize greater savings. The remaining useful life of the financed facility and the concept of inter-generational equity should guide this decision.
4. Escrow Structuring – The Commission shall utilize the least costly securities available in structuring refunding escrows. Under no circumstances shall an underwriter, agent or financial advisor sell escrow securities to the Commission from its own account.
5. Arbitrage – The Commission shall consult with persons familiar with the arbitrage rules to determine applicability, legal responsibility, and potential consequences associated with any refunding.

Professional Services:

The Commission shall require all professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both the Commission and the lender or conduit issuer, if any. This includes “soft” costs or compensations in lieu of direct payments.

- Counsel: The Commission shall enter into an engagement letter agreement with each lawyer or law firm representing the Commission in a debt transaction
- Financial Advisor: The use of a financial advisor will be based on the complexity of the transaction and will be decided by the Chief Executive Office and the Chief Financial Officer. The Commission shall enter into a written agreement with each person or firm serving as financial advisor for debt management and transactions.
 - Whether in a competitive sale or negotiated sale, the financial advisor shall not be permitted to bid on, privately place or underwrite an issue for which the financial advisor is or has been providing advisory services for the issuance or brokering of any other debt transactions for the Commission
- Underwriter: If the Commission hires an underwriter, the Commission shall require the Underwriter to clearly identify itself in writing as an underwriter and not as a financial advisor from the earliest stages of its relationship with the Commission with respect to that issue. The Underwriter must clarify its primary role as a purchaser of securities in an arm’s-length commercial transaction and that it has financial and other interests that differ from those of the Commission. The Underwriter in a publicly offered, negotiated sale shall be required to

provide pricing information both as to interest rates and to takedown per maturity to the Chief Financial Officer in advance of the pricing of the debt.

Conflicts:

- Professionals involved in a debt transaction hired or compensated by the Commission shall be required to disclose to the Commission existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, liquidity or credit enhancement provider, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the Commission to appreciate the significance of the relationships.
- Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

Review of Policy:

This policy shall be reviewed at least annually by the Board with the approval of the annual budget. Any amendments shall be considered and approved in the same process as the initial adoption of this Policy, with opportunity for public input.

Compliance:

The Chief Financial Officer is responsible for ensuring compliance with this policy.

RESOLUTION 2011-12-03

BE IT RESOLVED by the Morristown Utilities Commission of the City of Morristown, Tennessee that the Debt Management Policy is hereby accepted and approved effective as of the date of this Resolution.

PASSED this 22nd day of Dec, 2011 in regular session.


George B. McGuffin, Chairman


Harold L. Nichols, Secretary

**INSTRUCTIONS FOR PREPARATION OF
FORM CT-0253: REPORT ON DEBT OBLIGATION ("Report")**

Note: The Report must be prepared for all debt obligations issued or entered into by any public entity and filed with the Governing Body with a copy sent to the Office of State and Local Finance/Comptroller of the Treasury for the State of Tennessee ("OSLF"). The purpose for the Report is to provide clear and concise information to members of the governing or legislative body who authorized and are responsible for debt that has been issued. Conduit issuers must complete a Report even if costs and responsibilities are paid or assumed by a non-governmental borrower.

For a draw down borrowing program, including but not limited to commercial paper programs or the State Revolving Fund loan program ("Borrowing Program"), in which the maximum principal amount of the program or loan is established, but will not be drawn upon until a future date, the Governing Body may elect to file a Report at the time of establishment of the program (with disclosures as if the entire amount has been issued). In other words, the Report can be filed for a commercial paper program in the maximum amount authorized ("Initial Report") and an additional Report is not needed each time the commercial paper is issued within the maximum amount authorized by the established program. As an alternative, the Governing Body could also submit a Report for each draw on the Borrowing Program.

The Governing Body must decide what ongoing disclosures it wishes to receive regarding the Borrowing Program, such as updated payment schedules when funds are drawn. These ongoing disclosures should occur on a frequency no less than annually and should follow the same process as with a Report. Copies of these updates to the Initial Report may (but are not required to) be filed with the OSLF

This Report has been approved by the State Funding Board pursuant to TCA Section 9-21-151(c)(1) and must be used. Responses (including "Not Applicable" or NA) are required for all questions; Reports without responses to each question will be deemed non-compliant under TCA Section 9-21-151, returned to the public entity, and the public entity will be included on the discovery list. **Any entity failing to comply within 15 days will be placed on the list of nonresponsive entities and pursuant to that Section will be legally unable to enter into any additional debt obligations until compliance is achieved.** Definitions are included at the end of these Instructions.

1. Public Entity

Include the full name and address of the public entity issuing the debt (this is NOT the bank or the lending institution). Provide the name of the debt issue (such as "Police Car Three-Year Capital Outlay Notes, Series 2013"). If this is an interfund loan, indicate the borrowing fund.

If the Governing Body has elected to receive an Initial Report for a Borrowing Program, then attach a copy of a draft form the Governing Body will use for its annual updates to the Initial Report. Such form should include a schedule similar to #10 of the Report.

2. Face Amount

Indicate the face or par amount of debt issued and the amount of any premium or discount. When debt is issued in multiple series of bonds (for example Revenue Bonds Series 2013-A and 2013-B), the Governing Body may file a separate Report for each series or file a consolidated Report. Separate Reports should be used if consolidated reporting does not provide transparent disclosure.

3. Interest Cost

Indicate the interest rate percentage and method used to determine the rate and whether the debt is federally tax-exempt or taxable. If the rate is variable, indicate the first assigned rate specifying the formula for calculating (such as the index plus spread) or that the rate is established by a remarketing agent. Add-on fees should be disclosed in Item 12- Recurring Costs.

4. Debt Obligation

Identify the type of debt obligations being issued:

- **Notes:** bond anticipation note (BAN), capital outlay note (CON), tax and revenue anticipation note (TRAN), revenue anticipation note (RAN), capital revenue anticipation note (CRAN), or grant anticipation note (GAN). **If any of the notes listed above are issued pursuant to the Local Government Public Obligations Act (TCA Section 9-21-101 et seq.), enclose a copy of the executed note with the copy filed with OSLF.**
- Bonds
- Capital leases (including Certificates of Participation and Lease/purchase agreements)
- Loan agreements pursuant to a federal or state loan program or with a public building authority, such as the State Revolving Fund, the Energy Efficient Schools Initiative, or Rural Economic Development Loans and Grants (USDA REDLG).

5. Ratings

Specify the rating(s) the debt has been assigned, or indicate that the debt is unrated.

6. Purpose

Indicate the purpose(s) of the debt issue, the percentage of the amount of debt issued in each category, and a brief description of the project(s) or use. If final percentages have not been determined, use reasonable estimates.

7. Security

Indicate the security for the repayment of the debt obligation. Annual appropriations are applicable **ONLY** to capital lease/lease purchase obligations.

8. Type of Sale

Indicate whether the debt was sold through a competitive sale, negotiated sale, informal bid, or as an agreement under a loan program. If the debt is a loan agreement, specify the name of the loan program. If the debt is an interfund loan, specify the lending fund.

9. Date

The "dated date" is the date that interest begins to accrue on the obligation or the date that value begins to increase or accrete. The "issue or closing date" is the date that proceeds of the debt obligation are received by the public entity.

10. Maturity Dates, Amounts and Interest Rates*

Indicate each year that principal is paid, the principal amount maturing in each year and the interest rate for that maturity. If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years or (3) debt service payments are not level throughout the retirement period, then YOU MUST PREPARE AND ATTACH a cumulative repayment schedule (grouped in 5 year increments, out to 30) including this and all other entity debt then outstanding secured by the same source. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source. The format to use follows:

THIS ISSUE			TOTAL DEBT OUTSTANDING		
Year	Cumulative Principal	% Total	Year	Cumulative Principal	% Total
1	\$	%	1	\$	%
5			5		
10			10		
15			15		
20			20		
25			25		
30			30		

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

11. Costs of Issuance

Indicate all costs incurred in the initial issuance of the debt, rounded to the nearest dollar. Related costs that may recur on a periodic basis while the debt is outstanding are reported in #12. Include with professional fees any expenses billed by the professional, such as long distance calls or printing costs. If the financial advisor fee includes any other costs such as legal, printing, or rating fees, these costs should be itemized separately. If there are fees and costs that are not identified by categories shown on the form, indicate these in the "other costs" category; this may be aggregated only if this amount is less than \$5,000. Pro-rate the issuance costs on each Report if multiple series are reported on separate forms.

12. Recurring Costs

List the ongoing or recurring costs involved in connection with remarketing, liquidity, and credit enhancement, specifying any periodic fees and charges that may be incurred on a per transaction basis. Indicate any sponsorship, program, or administrative fees. If the periodic fees are not based on the outstanding principal balance of debt, please specify how the fees are calculated.

13. Disclosure Document/Official Statement

If applicable, provide a link to the document filed with the Electronic Municipal Market Access system or “EMMA” or attach a copy of the final disclosure or official statement.

14. Continuing Disclosure Obligations

Indicate if the public entity previously has agreed to make any continuing disclosures and if the entity agreed to any continuing disclosure obligations in connection with this debt. Indicate the date the annual disclosure is due. Identify the individual responsible for making the disclosures.

15. Written Debt Management Policy

Indicate the Governing Body’s approval date of the current version of the written debt management policy and whether the debt complies with the policy and is clearly authorized by the policy.

16. Written Derivative Management Policy

If a Derivative is related to the debt obligation, indicate the Governing Body’s approval date of the current version of the written Derivative Policy, the date of the Letter of Compliance, and whether the Derivative complies with the Policy and is clearly authorized by the Policy.

17. Submission of Report

The Report must be filed with the Governing Body not later than forty-five (45) days after the issuance or execution of a debt obligation by or on behalf of any Public Entity and with a copy to the Director of the OSLF. The Report is to be delivered to each member of the Governing Body and presented at a public meeting of the body. If there is not a scheduled meeting within forty-five (45) days, deliver the Report to each member and list the date of the next scheduled meeting at which the Report will be presented. **Public Entities that fail to comply with the requirements of TCA Section 9-21-151 will not be allowed to enter into any further Debt Obligations or Derivatives until they have complied with the law.**

18. Signatures

The authorized representative is the chief executive officer of the Public Entity. If the Report is prepared by someone other than the authorized representative, indicate in the space provided. **However, the authorized representative must still sign the Report and is certifying the accuracy of the information included.**

DEFINITIONS

“Borrowing Program” means a draw down borrowing program, in which the maximum principal amount of the program or loan is established, but will not be drawn upon until a future date. Examples are commercial paper programs and the State Revolving Fund loan program.

“Chief Executive Officer” means County Executive, County Mayor, Mayor, President, or Chairman.

"Debt obligation" means bonds, notes, capital leases, loan agreements, and any other evidence of indebtedness lawfully issued, executed or assumed by a Public Entity.

"Derivative" means an interest rate agreement, as defined in TCA Section 9-22-103 and other transactions identified by the State Funding Board.

"Finance transaction" means debt obligations, derivatives, or both.

"Governing body" means the legislative body of any public entity or any other authority charged with the governing of the affairs of any public entity.

"Initial Report" means a Report filed at the time of establishment of a Borrowing Program (with disclosures as if the entire amount has been issued).

"NIC" means net interest cost and **"TIC"** means true interest cost.

"Public entity" means the state, a state agency, a local government, a local government instrumentality, or any other authority, board, district, instrumentality, or entity created by the state, a state agency, local government, a local government instrumentality, or combination, thereof.

INCORRECT OR INCOMPLETE FORMS WILL BE RETURNED
AND THE PUBLIC ENTITY WILL BE DEEMED NOT IN COMPLIANCE WITH TCA SECTION 9-21-151.